



Registered Office:

Room B, 5/F, Lee Man Commercial Building, 105-107 Bonham Strand, Sheung Wan, Hong Kong

## GENERAL TERMS AND CONDITIONS FOR USE OF DOOD LIMITED'S SERVICES BY CLIENT

### 1. SPECIAL CONDITIONS:

- 1.1. Any work or assignment considers the acceptance of the general terms and conditions below. All information communicated during setup of website or contained in quotations or invoices sent from DOOD Limited between DOOD Limited and its customer base is strictly confidential. Any breach of this clause will require DOOD Limited to take action in a court of Hong Kong.
- 1.2. Negotiable in Hong Kong with any Bank of restricted to HSBC - Hong Kong

### 2. PROJECT COMMENCEMENT AND END:

- 2.1. In case the company DOOD Limited is in charge of the production, a deposit of 50% for the production costs, will be requested before the commencing of the works. The works will start upon reception of deposit payment.
- 2.2. Payment terms for website design: 50% in advance, then 50% upon website delivery, server costs and options are to be prepaid yearly.
- 2.3. The service plans offered by DOOD Limited are to be prepaid and non-refundable.
- 2.4. A website is considered delivered once the public release has been asked by The Client and the remaining balance payment has been received by DOOD Limited or has reached the date limit set on the above invoice. The start of the project is indicated by the date mentioned on this invoice or upon deposit payment, which comes latest.
- 2.5. Bank fees, money transfer fees and exchange fees are clients' responsibility.
- 2.6. In the eventuality that DOOD Limited would close down, DOOD limited will provide a backup copy of the website and all files related to the concerned project on a cd or a USB disk (USB has to be provided).

### 3. CANCELLATION POLICY:

- 3.1. Apply only after confirmation and signature of the quotation and before payment of the required deposit. 50% on the fees of the total invoiced amount will be due to DOOD Limited for the already incurred costs related to schedule arrangements made prior to starting any projects as well as the consultation period spent finding solutions.

### 4. COMPENSATION FOR RECOVERY FEE:

- 4.1. In case of late payment, DOOD Limited will apply the following late payment charges: 30 days or over (2% of the full, remaining balance, due payment or due invoice will be charged), 60 days or over (4% of the full, remaining balance, due

payment or due invoice will be charged), 90 days or over (10% of the full, remaining balance, due payment or due invoice will be charged).

- 4.2. Documents communicated to DOOD Limited for projects are strictly confidential until public release of the website. In the eventuality of a late delivery due to late or non formatted documents sent to DOOD Limited by the Client, DOOD Limited reserves itself the right to stop working on the current tasks after 2 weeks of absence of communication from the Client. In the event that the project is delayed by the client in excess of 90 days of the original project schedule outlined within this agreement, the Client will be liable to pay all remaining amounts of the total project fees due to DOOD Limited. Resumption of the project thereafter will be subject to additional charges based on an hourly rate of HKD 750 per hour. Work will resume upon client sending the correct and formatted information and according to DOOD Limited's schedule.
- 4.3. In case the client do not wish to pursue the project, DOOD Limited reserves itself the right to withhold the deposited amount without possible refund.

## **5. RESPONSIBILITY:**

- 5.1. DOOD Limited reserve itself the right to modify these special conditions at any moment and without prior notice. DOOD Limited reserve itself the right to remove any material (texts and photos) off its servers in case of legal warning from any third party company, solicitors or law firms related to any legal infringements. DOOD Limited reserves itself the right to suspend any hosting account without prior notice if its directors judge necessary to do so for the safety of the enterprise or in case an abnormal usage of the bandwidth and server load is detected. DOOD Limited is not responsible of the content hosted on its server on behalf of its customer mentioned in this contract / invoice.

Last updated: **20 April 2017**