

General Terms of Services

1. **Authorization.** The Client is engaging eXpress ICT Sdn Bhd, as an independent contractor for the specific project of developing and/or improving a web site/web application to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes eXpress ICT Sdn Bhd to access this account, and authorizes the web hosting service to provide eXpress ICT Sdn Bhd with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

2. **Standard Service/Plan Elements.** Package information may be obtained from the specific service/plan's website at www.eXpress ICT.com.
Refer to the quotation and appendix attached for services that are not displayed in Express ICT official web site.

3. **Web Site and Online System Development plans only.** The content of the web pages will be supplied by the Client. The limit of the website design package chosen is as per specified in the website at www.expressict.com/quotation. In case the client desires additional standard web pages beyond the original number of pages or features specified in the web site/quotation, the client agrees to pay eXpress ICT Sdn Bhd additional cost for each additional web page/feature at the prevailing rate. Where custom graphic work is requested, it will be billed at the prevailing hourly rate.

4. **Online stores only.** The text and graphic content of the web pages will be supplied by the client. It is understood that total prices/fees displayed on the web site vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store.

5. **Maintenance and Hourly Rate.** If the client or an agent other than eXpress ICT Sdn Bhd attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. Changes requested by the client will be billed at the prevailing hourly rate.

6. **Changes to Submitted Text / Approved Design.** Final text/content needs to be submitted to Express ICT team before commencement of project. Time required to make substantive changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate.

After a design has been chosen and approved, eXpress ICT Sdn Bhd will develop the web pages in accordance to the approved design. Substantial changes to the approved design, for example but not limited to, viewing resolution, color schemes, navigation menu location will be additional, billed at the prevailing hourly rate.

7. **Web Hosting.** The client understands that any web hosting services require a separate contract with a web hosting service provider. The client agrees to select a web hosting service

which allows eXpress ICT Sdn Bhd full access to the website and a cgi-bin directory via FTP and telnet.

8. Completion Date. eXpress ICT Sdn Bhd and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than the number of working days quoted in the official quotation which the Client accepts.

If the client does not supply eXpress ICT Sdn Bhd complete text and graphics content all web pages contracted for within two (2) months of the date this contract was signed (unless stated differently from the quotation), this contract shall be null and void and eXpress ICT Sdn Bhd shall not be liable to refund any monies paid by the Client.

9. Payment of Fees. Fees to eXpress ICT Sdn Bhd are due and payable on the following schedule: 50% upon signing this contract, 50% when the web pages have been constructed according to the client's original written specifications. If the total amount of this contract is less than RM10000, the total amount shall be paid upon signing this contract.

** Refer to the quotation for the special payment schedule (if any)*

10. Assignment of Project. eXpress ICT Sdn Bhd reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

11. Legal. eXpress ICT Sdn Bhd does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will eXpress ICT Sdn Bhd be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if eXpress ICT Sdn Bhd has been advised of the possibility of such damages. If any provision of this Terms & Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Terms & Conditions and shall not affect the validity and enforceability of any remaining provisions.

12. Copyrights and Trademarks. The client represents to eXpress ICT Sdn Bhd and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to eXpress ICT Sdn Bhd for inclusion in web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend eXpress ICT Sdn Bhd and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

13. Initial Payment and Refund Policy. The total amount of the contract is as per stated in the initial invoice. The contract begins with an initial payment as per stated in the initial invoice. If the client halts work and applies by registered letter for a refund within 30 days, to the Director of eXpress ICT Sdn Bhd, IT Operations Center, Unit 517, Block A, Level 5, Kelana Centre Point, No. 3 Jalan SS 7/19, Kelana Jaya, 47301 Petaling Jaya, Selangor, work completed shall

be billed at the prevailing hourly rate, and deducted from the payment except for the not refundable initial payment, the balance of which shall be returned to the client.

If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above.

14. Copyright to web pages. Copyright to the finished assembled work of web pages produced by eXpress ICT Sdn Bhd is owned by eXpress ICT Sdn Bhd. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. eXpress ICT Sdn Bhd and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

15. Payment of Fees. All invoices are due immediately upon presentation. Delinquent bills will be assessed a RM15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. eXpress ICT Sdn Bhd reserves the right to remove web pages from viewing on the Internet until final payment is made.

In case collection proves necessary, the client agrees to pay all fees incurred by that process. This Terms & Conditions becomes effective only when the Client pays the first invoice, and eXpress ICT Sdn Bhd accepts the payment.

16. Sole Agreement. The Terms & Conditions contained herein constitutes the sole agreement between eXpress ICT Sdn Bhd and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for one (1) month after both parties engage in the contract. Continued services after that time will require a new contract.