

Agreement Terms

These Terms of Use (Terms) apply to all clients of the Company (referred to Standard Digital Pte Ltd) and/or users of the Company's service and/or products. By purchasing from the Company and/or using the Services and/or the Products of the Company, you will be deemed to agree to these Terms. If you do not agree to be bound by these Terms, please do not use the Services and/or Products of the Company.

Summary

We will always do our best to fulfill the requirements stated on the quotation, but it's important to have things written down so that we and our client both know what's what, who should do what and when, and what will happen if something goes wrong. So in short;

What do both parties agree to do?

By accepting the quotation and/or paying the deposit and/or any amount of the project fee, you confirm that you have the authority to accept these terms on behalf of yourself, your company or your organisation. You'll give us everything we need to complete the project before the project starts and in the format we needed. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

We will provide the product or service according to the quotation and we'll endeavour to meet the schedule that's stated on the quotation.

Getting down to the nitty gritty

Design

For the projects that we are hired to design the UI, we create designs iteratively and use predominantly HTML, CSS, Javascript and/or other software and/or tools so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and- feel direction (colour, texture and typography.) We call that "design atmosphere". Clients will be requested to review and approve the design of the 'design atmosphere' and the key elements, once the design of the key elements and the 'design atmosphere' is approved and confirmed by client, we would proceed to program/ production and

further amendment on the design will be at extra cost. Design of specific artworks like Company Logo, Characters or a very specific item is not included unless further specified.

Text content

We're not responsible for writing or inputting any text copy unless further specified on the quotation. If you'd like us to write new content or input text for you, we can provide a separated estimate for that.

Photographs

You should supply graphic files in an editable vector digital format which are ready to be used in your project directly. You should supply photographs in a suitable resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separated estimate for that.

Marketing Materials and Proposals

All technology, team information, showcases and/or reference projects related information displayed in our marketing and/or proposals materials are for references only, we cannot specify nor guarantee the accuracy of these materials, these materials may not be the most updated versions and are subject to change without notice.

Production

The resources, software, hardware, programming languages, framework, back end system (e.g. Content Management System), the way of programming, tools, plug-ins, equipment, personnel and hardware to be used in a project will be our sole decision. We may use third parties resources, talent, staff and software for a project. In the event that you have any specific requirements on these, please make sure we have specifically put down in our proposal as it may vary the cost significantly. The production process will be conducted in our office, studio or other locations which will not be open for visit.

Browser or Device testing

Browser and Device testing no longer means attempting to make an application, a website and/or a digital solution look the same in a device of different capabilities or different size screens. We test our work in

current versions of major desktop browsers or devices indicated in the browser and devices testing list. The Client is advised to check with us for the latest list before starting a project. The work we developed will only support the browser and devices testing list. And for solutions that involve server, network connection and/or other third parties' service, there will also be capability and/or specification requirements on these third parties' service for the solution to work, the client is advised to go check with our staff before starting the project regarding these requirements. There is a chance that a modern web page and/ or other digital product design and effect is not capable to show in some browsers/devices and we won't test in other browsers/devices unless you specify otherwise. If you need an enhanced design for specific browser/devices, we can provide a separated estimate for that.

Project Schedule and Timeline

The standard total time frame for the client to submit project related materials, confirm project information, review, comment and/ or test our product and/or service is one month unless further specified, the product and/ or service is regarded as approved and/or completed after this time frame. Due to our limited resources, we appreciate our clients also can provide us with necessary feedback, project materials and settle required payment in a timely manner. In the event that this timeline is exceeded, the Company will have the right to terminate the project and bill the client accordingly for the cost based on our estimation.

During each review and/or amendment process, our team will try to achieve the targeted creative according to the project scope, however, creative can be subjective and not easy to evaluate, in the event that the Company and client can not reach an agreement of design/ creative within the project scope in a particular stage of the project, the Company reserves the right to terminate the project and bill client accordingly for the work has done.

For projects involve offline events or activities, such as filming, we will not be held liable for the outcomes due to the cancellation of the service we provided because of weather conditions, power failure, equipment failure, absence/sickness of staff/talent or any other unforeseeable occurrences during the scheduled time of the service. For scheduled offline events, rescheduling service is not included and will be quoted additionally if required as it would incur extra cost on equipment rental, crew arrangements and/ or other arrangements.

In the event that the UAT and/or delivery of the project commenced later than the estimated schedule due to our fault solely, a discount offer will be eligible. We will not be responsible and/or liable for any other claims and/or loss as a result of the delay. In the event that a lengthy delay has occurred (41 working days or more), the client may propose to terminate the project, the project fee will be charged according to the work completed at the point of termination based on the Company's report, any deposit paid will not be refunded.

Delay Discount:

Delay Discount	
Discount of the total development cost	Days Delayed
5%	11 – 20 working days
10%	21-30 working days
15%	31 -40 working days
20%	41 working days or above

Changes and revisions

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The price at the beginning of each quotation is based on the length of time we estimate we'll need to accomplish everything we have put in the Proposal, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separated estimate for that.

Performance

The performance and/or service commitment of the digital marketing related service including but not limited to KPIs, targets, engagements, goals, sales transactions and media management (including but not limited to media monitoring, material publishing, media patrolling, reacting to media actions and/or reporting) are for reference only. Performance and/or reactions can be influenced by external factors like changes in the parameters of the platform where the digital marketing takes place and different reactions of the responders. There is also a risk that the service of the platform where the digital marketing activities take place may terminate or change. And we will not guarantee the digital marketing activities can be approved and conducted in a certain platform and will not be liable for any loss if the digital marketing service is not approved by the platform and/or the performance is inconsistent with the estimation. You are responsible for ensuring that they are capable of handling the traffic that results from the Social Campaign and other channels. We may be unable to limit or control this traffic once the Social Campaign has begun. For the projects which the client is making the payment directly and/or liaise directly to the third party vendors, the Company will not be liable for any payment and/or related issues with other third party vendors (including but not limited to the change of price, overspending, overcharge etc).

We will not be liable in respect of any changes to the account that have not been made by us, including with respect to any budget or advertisement amendments. Paid Advertising is subject to exchange rate fluctuations. This may lead to a variation in the amount of advertising you receive.

Third Parties' Services & Regulations

Modern digital & media solution do usually involves some third parties' services & APIs, e.g. Payment Gateways, Cloud Server Providers, Internet Service Providers, Google's APIs, Voice Over Artists and/or Freelance Talents, obviously we would not guarantee the service provided by third parties and will not be liable if our service and/or the final product is affected by the changes, issues, information leakage, update or termination of the third parties' services. And we will not guarantee the solution we developed can be launched in any Application Store or Service Providers' Platforms. Most of the new digital solutions are not clearly regulated in many jurisdictions, we cannot guarantee the service and/or solution we provided are fit to use in any jurisdictions, clients are advised to seek further legal advice before adopting the solutions. Certain parts of our service may need the review and/or approval of external regulators before we proceed, we would not guarantee the approval of external regulators and reserve the right to change the service specification in order to fulfill the requirements of the regulators.

Warranty

We do not provide warranty service and/or refund to our solution unless it's further specified in the Quotation. For the projects we provide warranty service, the warranty period will begin in the day after the last day of UAT. Warranty will be provided in the form of e-mail support during working hours of the Company and will be limited to the issues arise within the browser and device testing list. Warranty will not cover services and/or solutions provided by other service providers including server, network connection and APIs from other platforms, and the warranty will not cover issues arise related to the performance of these services and/or solutions.

Online security and backup are not included in our warranty. Client is advised to hire independent online security firms to audit and maintain the security of the solution and/or product developed. We will not be liable for any loss and/or damages to you or any third-party due to security related issues.

In the event that our solution is modified or amended by client or other parties, the Warranty service will be forfeited and we will stop providing any further warranty service.

Legal stuff

We can't guarantee that our work will be error-free especially for modern digital solutions which are expected to have potential security vulnerabilities, malfunctions, errors and/or bugs, so we can't be liable

to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

The client may not use our Products and/ or Service to do or communicate anything: That is unlawful, misleading, discriminatory, fraudulent and/or infringes someone else's rights, including their intellectual property rights. The client will defend, and indemnify the Company, its Partners, agents and affiliates against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any third-party allegation or legal proceeding to the extent arising out of or related to Ads, Targets, Destinations, Services, Use or any breach of these Terms by the Client.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Copyrights

First, you guarantee that all elements of text, images or other artwork you provided are either owned by your good selves, or that you have permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we specifically created for this project. We'll give you the final product as stated in the quotation and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

In the event that third parties' resources are being used in the project, the copyrights shall follow the specific terms of that third party service provider. Usually clients are not allowed to rework or resell those items.

We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

We love to show off our work and share what we've learned with other people, so we reserve the right, to display and link to your company or your project as part of our portfolio and to write about it on websites, in magazine articles and in books. This may include Client/Company name and/or Company Logos, Production Name and extent of the work, Still Images or sometimes Video from the Production. However,

we also respect that if you would like to keep the project confidential, please write to us if you do not want us to display the project.

Payments

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the payment schedule listed in the Estimated Project Duration in the proposal. In the very unfortunate event that you pay late, we reserved the right to bill you the interest and other admin costs incurred. In case the payment has been outstanding for 30 days or more, we reserve the right to terminate the contract and we will bill you accordingly for the cost and loss accrued for such incidence.

In the event of an early termination and/ or cancellation of the agreement due to any reasons, all payments made are non - refundable. At the time of the early termination and/ or cancellation, we will invoice you the cost accrued according to our estimation which includes but not limited to the working hours spent, pre-production, production, post-production, purchase of third party resources and administration cost.

But where is all the horrible small print?

Just like a parking ticket, you can't transfer our services and/or products to anyone else without our permission. These terms stay in place and need not be renewed. If for some reason one part of these terms becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of Hong Kong courts.