



## **Android & iPhone App Development Terms and Conditions**

### **Introduction**

These terms and conditions are applicable to all App Development projects that are undertaken by **DominoLogic** ("The Supplier"). If the App is to be hosted and supported by **DominoLogic**, also view the separate Service terms and conditions.

### **1) Acceptance.**

A copy of these terms and conditions is submitted along with project quotations and must be agreed prior to work commencing. Alternatively, payment of an advance fee or payment online is an acceptance of our terms and conditions. These terms and conditions are always available on our website for review.

### **2) Charges.**

Charges for services to be provided by DominoLogic are defined in the project proposal that the Client receives via e-mail. Proposal quotations are valid for a period of 30 days unless alternate time-scales have been agreed beforehand with the Client. DominoLogic reserves the right to alter or decline to provide a quotation after expiry of the valid time-scale.

All App Development projects costing less than £4,000 will require an advance payment of fifty percent of the project quotation total before work will commence. All other projects require a twenty five percent down payment. The remaining balance of the project quotation total will be due upon completion of the work prior to upload to the AppStores or release of materials. Charges for App development does cover the release of source Photoshop files; but excludes source-code to webbased Content Management System.

Payment for services is due by online payment, or bank transfer. Cheques should be made payable to Domino Logic and sent to:

Domino Logic,  
Units 1-4,  
Carousel Way,  
Riverside Business Park,  
Northampton  
NN3 9HG

### **3) Client Review.**

DominoLogic will provide the Client with an opportunity to review the appearance and content of the App during the design and once they are completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies DominoLogic otherwise within twenty days of the date the materials are made available to the Client.

#### **4) Project Schedule and Content Control.**

In the majority of projects, DominoLogic will supply the Client's App by the date specified in the project proposal. If no such date is specified, the time-scale shall be within eight weeks of the date initial payment is received from the Client, unless a delay is specifically requested by the Client and agreed by DominoLogic. An alternate time-scale can be agreed during the initial project discussion.

In return, the Client agrees to delegate a single individual as 'first-point-of-call' to aid DominoLogic with completing the project in a satisfactory and expedient manner.

During the project, DominoLogic will require the Client to provide copy and images. If content is not provided within two weeks of an official request by email then DominoLogic reserves the right to advise the Client of a revision to the final payment subject to any costs incurred in the project delay. If content is not provided within four weeks from the original email request then the Client is considered to be in default of the project, the project will be terminated and the Client sent the final invoice for immediate payment. DominoLogic will agree, at its discretion, to recommence the project after agreement is reached on a new quotation document and once the original fees have been paid.

#### **5) Payment.**

An invoice will be issued at the start of the project to cover the initial charge. A final invoice will be provided by DominoLogic upon completion of the work Development, Design and any associated services. Invoices are normally sent via email; however, the Client may elect to receive hard copy invoices. The initial invoice payment is due immediately. Final invoice is due within fourteen days of receipt after which a reminder will be sent to the Client. If the invoice has not been settled after thirty days then DominoLogic will consider the account to be in default.

#### **6) Default.**

If the Client in default has any information or files on DominoLogic's host space, DominoLogic can, at its discretion, remove all such material from its host space. DominoLogic is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay DominoLogic reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by DominoLogic in enforcing these Terms and Conditions.

#### **7) Termination.**

Termination of the project by the Client must be requested in writing or email and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing or email. The Client will be invoiced for design and development work completed to the date of first notice of cancellation for payment in full within fourteen days.

#### **8) Legal Restrictions.**

This agreement is also bound by the DominoLogic Non Disclosure Agreement and for Client Apps Hosted and Supported the DominoLogic Services Terms and Conditions.

#### **9) Copyright.**

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants DominoLogic the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting DominoLogic permission and rights for use of the same and agrees to indemnify and hold harmless DominoLogic from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for App design and/or development shall be regarded as a guarantee by the Client to DominoLogic that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

#### **10) Media Delivery Requirements.**

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered via e-mail, CD-ROM, DVD, or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpg or .png format. The specific requirements will be discussed and agreed with the Client prior to commencement of the project. Although every reasonable attempt shall be made by DominoLogic to return to the Client any images or printed material provided for use in creation of the Client's App, such return cannot be guaranteed.

#### **11) Access Requirements.**

If the Client's App is to be published on a third-party development account, DominoLogic must be granted temporary access the account to prepare App submission. If the Client's App is to interact with a third-party remote server the Client shall provide full access details to storage and content directories. Depending on the specific nature of the project, other resources might also need to be configured on the server.

#### **12) Post Project Alterations.**

DominoLogic cannot accept responsibility for any alterations caused by the Client or a third party occurring to the Client's App once installed. Such alterations include, but are not limited to additions, modifications or deletions. DominoLogic may require a one-off App Development charge before resolving any issues that may arise.

#### **13) Third Party Services.**

DominoLogic may require the usage of third party services - for example, Google Maps API - to complete the Client's project requirements and will ensure these services are integrated into the project and working correctly upon completion. DominoLogic cannot be held responsible for subsequent changes or issues with these third party services that may result in issues on the Client's App and may require a one-off App Development charge before resolving any problems that may arise.

#### **14) Domain Names.**

DominoLogic may purchase domain names on behalf of the Client, in which case they will then be renewed on an annual basis and the Client will be invoiced by DominoLogic. For all domains, reminder emails will be sent out to the client before the domain expires at sixty and thirty days before expiration. Domains are automatically renewed ten days before expiration. In all cases, the Client must notify DominoLogic that they do not wish to keep the domain twenty days before the expiration date. The loss, cancellation or otherwise of the domain brought about by none or late payment is not the responsibility of DominoLogic. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

#### **15) General.**

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

#### **16) Governing Law.**

This Agreement shall be governed by English Law.

Signature..... Name.....

Duly authorised for and on behalf of The Customer

Date:

Address:

Signature ..... Name .....

Duly authorised for and on behalf of Domino Logic

Date:

Domino Logic,  
Units 1-4,  
Carousel Way,  
Riverside Business Park,  
Northampton  
NN3 9HG