

Agreement Terms

These Terms of Use (Terms) apply to all clients of the Company (referred to Allua Limited) 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.

條款及細則

這篇條款及細則適用於所有Allua Limited (下稱“本公司”)產品及服務。從本公司購買產品及服務, 或使用本公司的服務, 代表客戶 (下稱“委托方”) 已同意所有條款及細則。

概括

委托方與本公司雙方本著相互合作的原則, 經友好協商, 就委托方委托本公司為上述項目 (下稱“本項目”) 提供營銷顧問服務的相關事宜, 達成如下條款, 以茲共同遵守:

雙方責任及義務

委托方需授權予代理人簽署此合約、洽談條件、檢視本項目成效及代表委托方聯系一切有關事項之權限, 代理人也需同意及確認擁有代委托方執行上述動作的權限。委托方需確保代理人會向本公司提供與本項目相關的文件及資料, 亦需要在雙方同意的時限內提供建議予本公司修改, 以確保本項目順利展開。

產品服務細則

設計

本公司會採用HTML, CSS, Javascript 或其他程式設計用戶界面。在產品開發前會先把設計藍圖提交委托方修改, 包括顏色、材質及字體。在設計藍圖得到委托方通過後, 產品開發程序才會展開, 之後對設計藍圖作出的任何修改將會有額外收費。合約列明以外的設計和素材, 如企業品牌商標和品牌字體, 本公司將會提供額外報價。

文字編寫

除非特別訂明，本公司將不會撰寫文案和編輯文字。本公司將對額外的文字編寫要求提供額外報價。

照片及圖像

委托方提供的圖片格式需是矢量圖或能直接用於項目的圖像格式。圖像需要有達到產品要求的解析度。本公司將對額外要求的付費圖像及素材提供額外報價。

市場營銷材料和報價提案

我們的營銷或提案材料中顯示的所有技術、團隊資料、展示或參考項目相關的資料僅供參考，我們不能確保這些材料的準確性，這些材料可能不是最新版本。如有變更，恕不另行通知。

製作

在開發過程中本公司將會全權決定投放的資源、程序和工具、設計語言、內容管理系統、插件、器材、人力資源和硬件等。本公司也可能使用第三方資源、人力資源及軟件。如委托方對製作方法有任何要求，請在擬定合約時提出。

製作過程將會在本公司的辦公室、第三方工作室或其他地點進行，製作過程將不會對外開放。

瀏覽器及操作平台測試

瀏覽器及操作平台測試並不確保同一網絡產品在不同平台瀏覽環境下表現一致。本公司已列明會進行產品測試及開發的瀏覽器及操作平台，確保它們與成品兼容（聯絡本公司取得測試平台資訊）。本公司只會確保清單列出的平台運作正常，售後服務也只會限於這些平台。委托方同時需了解不同伺服器、網絡設定及第三方程式的系統對該網絡產品的要求。如委托方對平台測試方法有任何規定，請在擬定合約時提出。

項目時間規劃

本公司就本項目提供的預算及計劃表只能作參考之用，列明的所需時間並不會把代理人的反饋、修改、付款及確認時間計算在內。產品及服務給予客人方的總資料提供、驗收及測試期為一個月，如委托方未能在限期內提供項目所需材料、意見、反饋及付款，本公司可終止項目及向委托方收取項目費用。

在每個修改及反饋的過程內，我們的創作團隊會致力達至項目所需的創作要求，但創意服務當中牽涉一些主觀文化因素，如果我們跟客戶經商議後也不能在創作上達致共識，本公司有權終止項目並收取已完成的服務的費用。

任何牽涉線下活動的產品和服務，如攝影，本公司將不會為天氣因素、電力供應問題、技術性問題、人力問題及其他不能預測的因素而導致的服務中斷或取消附上任何責任。如項目日期或時間有所更改，委托方需要承擔因延期或更改時間而造成的額外花費，包括器材租用，人員聘請等。

如項目純因本公司之內部問題而需要推遲交付成品之時間，委托方可根據延遲天數享有相應的折扣優惠，但本公司將不會對因該延遲而直接或間接造成之任何損失負起任何責任。

因遇上本公司需要延期交付的情況，委托方能獲得相應項目折扣：

延遲折扣	
折扣	延遲日數
5%	11 – 20 工作天
10%	21-30 工作天
15%	31 -40 工作天
20%	41 工作天 或以上

產品及服務修訂

合約列明之價錢由雙方同意的制作時間的基準上計算得出。委托方確認合約後，如欲對制作期限或報價內容作出任何修改，本公司將會對此提供額外報價。

項目表現

在市場推廣有關的項目中的關鍵績效指標或服務內容包括目標、方向、政策、傾向或平台管理(包括但不限於媒體媒體監視，內容發布，媒體巡邏，媒體運作或報告)，全部指標只作參考之用。本公司並不會對任何成效做出保證。第三方網絡推廣平台亦有權隨時終止推廣，本

公司將不會對造成的損失附上任何責任。同時，在推廣進行期間或之後，委托方需要自行預備及解決推廣帶來的銷售流量增長。除特別要求，本公司不會為委托方現有的網上平台作壓力測試，委托方需自行確保現有產品及平台的穩定性。

如委托方是直接跟第三方供應商聯繫或直接付款給第三方供應商，本公司並不會就客戶跟第三方供應商之間所產生的任何問題附上責任（包括但不限於：付款問題，超支問題，價格變更等問題）。

第三方服務

部分項目會涉及由第三方軟體開發的程序、服務或應用程序接口。如第三方軟件或服務在本項目的開發過程中對自身產品有任何更新、修改或刪除，本公司將不會對此附上任何法律責任及賠償相關金額損失。本公司也不能保證方案在任何平台及服務商提供的運營環境下能順利運作。

保證條款

除非特別訂明，本公司的服務和產品並不會包括維護保證條款。如該項目訂明本公司會提供產品維護服務，保證條款將會在用戶驗收測試結束後開始生效。委托方可在本公司辦公時間(星期一至五上午九時半至下午六時半(UTC/GMT +08:00))內以電郵取得諮詢。保證條款只對本公司提供的產品及服務有效，亦不會對產品及服務的成效做任何保證。如本公司提供的產品及服務被委托方或第三方自行修改，針對該產品及服務之保證條款便會失效。

網絡及產品安全及備份並不包括在我們的服務內。客戶應該自行委托獨立的安全顧問去審核每項目的安全性，本公司並不會對由於網絡及產品安全及備份而衍生出的任何損失承擔責任。

法律相關

現今的數碼項目涉及大量的程式編碼及第三方軟件/服務的應用，本公司不能為所有項目做出“零質量瑕疵”的承諾，包括產品自身的漏洞和程式錯誤。本公司不會為客戶及任何第三方的損失，包括利潤、偶然、間接或特殊的損失附上任何責任，即使客戶會向本公司建議這些第三方軟件/服務會造成這些損失。

客戶不得使用本公司的產品/服務傳播或宣傳任何非法、具誤導性、具歧視行、具欺詐性、侵犯他人權利包括知識產權的訊息。客戶會為本公司及其合作夥伴、代理和附屬公司辯護和賠償任何由第三方發出的指控或法律程序的所有責任，包括任何損害、損失、成本、費用

支出(包括法律費用)、開支、和由客戶因違反有關廣告活動、目標、地區、服務等條款造成的任何損失。

如此合約的任何部分被視為非法、無效或因其他原因無法繼續執行，該合約及其他條款仍持有原來的法律效力及期效。

版權

委托方必須擁有其依合約提供Alllua Limited使用之所有授權內容之合法權源，並未侵害任何第三人之權利。在項目最後結算後，以下項目之版權將會自動轉移到委托方：所有由本公司為本項目設計之成品。本公司將保留將此作品陳列及展示之權利，如果你並不希望我們陳列及展示該項目，請以書面的形式通知我們，我們將會停止展示你的項目但並不能保證一定能把已發佈的資料回收我們將會停止展示你的項目，但並不能保證一定能把已發佈的資料回收。

收費及付款方式

與委托方未能按報價的要求按時付款本公司將保留向委托方收取利息及其他行政費用的權利。如委托方在三十天內未能交付應繳款項，本公司有權撤銷合約及向委托方追討所有損失及費用。

客戶如需在項目進行期間中止合約，不論以任何理由，所有已繳費用均不能退還。在項目中止後，本公司將會基於已投入之成本向客戶收取費用，包括但不限於本公司已投入工時、前期準備、項目製作、後期加工、購買第三方服務費用、行政費等。

合約之法律約束力

所有合約訂明之雙方權利及義務皆不可全部及部分轉讓於第三方。除特殊情況外，所有合約之內容將不予更改、撤銷及解除。在部分條款因不可控因素而失去約束力的情況下，該合約及其他條款仍持有原來的法律效力及期效。

合約之英文版本與中文版本倘出現任何歧義，概以英文版本為準。

