



EFFECTIVE DATE: 18 March 2020

LAST UPDATED: 04 August 2020

ANNEX 1:

Terms and Conditions

The Terms and Conditions set forth in this Agreement (hereinafter referred as "**Agreement**") is between:

AL Idilio Studio LTD (company registration number: **HE 371655**, company registered seat: **4, Parodos 49th street, 4152 Limassol, Cyprus, Europe**, hereinafter referred as: "**we**", "**us**", "**our**", "**Idilio Studio**" and "**AL Idilio Studio LTD**") is a creative studio operating www.idiliostudio.com, developing development/design and web-based services (hereinafter referred as: "**Website**" or "**Services**")

And

Client (a company and/or individual, contracted/ordering/procuring services from **AL Idilio Studio LTD**, hereinafter referred as: "**Client**")

This **Agreement** acts as "ANNEX 1" of the stipulated, read, agreed and signed "**Service Order Contract**" and "**Service Quote**" between the **Client** and **Idilio Studio**.

--- NOTICE ---

By accessing, downloading, copying or otherwise using this **Website** and/or **our Services**, the **Client** acknowledges that this Agreement has been **read, understood**, and **agrees** to be bound by its terms and conditions.



Should the **Client** disagree to the terms and conditions set forth in this **Agreement**, **DO NOT** access, download, copy or use this **website** and/or **our services**.

1. Acceptance

- 1.1. This **Agreement** acts as "ANNEX 1" of the stipulated, read, agreed, accepted, and/or signed "**Service Order Contract**" and "**Service Quote**" between the **Client** and **Idilio Studio**.
- 1.2. **Client** understands and declares that the terms and conditions set forth within this **Agreement** apply regardless of having the **Agreement** signed by the **Client**.
- 1.3. **Client** declares that by accepting the "**Service Quote**" and "**Service Order Contract**" provided by **Idilio Studio**, the **Client** will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions of the **Agreement** in full.

2. Charges and Quotations

- 2.1. Charges for services to be provided by **Idilio Studio** are defined in the Project quotation/offer that the **Client** receives via e-mail.
- 2.2. Quotations are valid for a period of 30 days.
- 2.3. **Idilio Studio** reserves the right to alter or decline to provide a quotation after expiry of the 30 days.
- 2.4. All **Website Design** and **Development services** require:
 - 2.4.1. a **down payment of 50%** (fifty percent) of the **project quotation** by the **Client** to **Idilio Studio**.
 - 2.4.2. **settling the outstanding balance of 50%** (fifty percent) of the **project quotation** upon completion of the work, prior to upload to the server or release of materials (after the design, navigation and pages have been approved and built).



- 2.4.3. should the **Client** fail to submit all necessary documents and information within the stipulated submission deadline to **Idilio Studio**, the payment of 2.4.2 is due regardless of whether all content for the pages have been sent/provided by the **Client** to **Idilio Studio**.
- 2.4.4. **Idilio Studio** is not held liable for the delay of furnishing the live website should the **Client** fail to submit all necessary documents and information within the stipulated submission deadline.

3. Payment

- 3.1. Payment for services provided by **Idilio Studio** is due by: Cheque, Bank Transfer, Online Payment Methods via debit/credit card and or PayPal.
- 3.1.1. **Cheque:** made payable to **AL IDILIO STUDIO LTD** and sent to **AL IDILIO STUDIO LTD, 4, Parodos 49th Street, 4152 Kato Polemidia, Limassol, Cyprus, Europe**.
- 3.1.2. **Bank details:** are available on the invoices
- 3.1.3. **Online payment methods:** are available on the invoices.

4. Invoices

- 4.1. Invoices will be provided by **Idilio Studio** once the quotation is approved by the **Client**.
- 4.2. Invoices are sent via email to the **Client's** stipulated email address unless **Client** requests in writing to:
- 4.2.1. modify the receiving email address
- 4.2.2. also receive a hard copy invoice.
- 4.3. Payment of the Invoice Amount is made by the **Client** to **Idilio Studio** in accordance to **point 3** of this **Agreement**.
- 4.4. Payment amount made by the **Client** has to be completed within the "Due Date" stipulated on the issued Invoice.



- 4.5. Failure of fulfilling points **4.3, 4.4** within this **Agreement** by the **Client** will result in:
- 4.5.1. "**First Automatic Outstanding Payment Reminder**" of the outstanding Invoice will be sent via email to the **Client** extending Invoice payment by 5 days from the expiration of the original Invoice Due Date.
 - 4.5.2. Should the **Client** fail to fulfil payment of point 4.5.1., a "**Second Automatic Outstanding Payment Reminder**" will be sent via email to the **Client** extending Invoice payment by an additional 5 days of the due date stipulated in 4.5.1.
- 4.6. Failure of fulfilling payment of 4.5.1 and 4.5.2. will result in **Account Suspension** of the **Client** resulting in a "**Penalty Fee Invoice**" consisting of:
- 4.6.1. a "**Late Payment Fee**" stipulated in the amount of **15%** (fifteen percent) of the total invoice amount due, but with a minimal value of €50 (fifty Euro).
 - 4.6.2. "**Renewal Service Package Fee**" in the amount stipulated by the third-party service provider allocated by **Idilio Studio**.
 - 4.6.3. "**Reactivation Fee**" in the amount of €20 (twenty Euro).
 - 4.6.4. Fees above do not include VAT – 19% (nineteen percent).

5. Price Changes

- 5.1. **Idilio Studio** retains the right to increase or decrease its prices for Products or Services at any given time.
- 5.2. The **Client** retains the right to request details of the effective date of the price change.
- 5.3. Price change shall NOT APPLY to purchase orders submitted prior to the effective date of the applicable price change.
- 5.4. The price change will apply to the new billing cycle of purchases and/or renewals.



6. Client Review

- 6.1. **Idilio Studio** will provide the **Client** with an opportunity to review the appearance and content of the graphics and/or website during:
 - 6.1.1. the design phase,
 - 6.1.2. and once the overall task is completed.
- 6.2. **At the completion of a web project, Idilio Studio will still perform corrective actions AT NO CHARGE for thirty (30) days after the publish date.**
- 6.3. After the thirty-day period has expired, content posted to the site will be billable at our current regular hourly rate.
- 6.4. In the event that design and navigation changes are requested after they have been specifically approved by the **Client**, these changes will be billable at **Idilio Studio's** current regular hourly rate.

7. Turnaround Time and Content Control

- 7.1. **Idilio Studio** will install and publicly post or supply the **Client's** website by the date specified in the project proposal, or at a date agreed with **Client** upon:
 - 7.1.1. **Idilio Studio** receiving initial payment
 - 7.1.2. unless a delay is specifically requested by the **Client** and agreed by **Idilio Studio**.
- 7.2. The **Client** agrees to delegate a single individual as a primary contact to aid **Idilio Studio** with progressing the commission in a satisfactory and expedient manner.
- 7.3. During the project, **Idilio Studio** will require the **Client** to provide the website's content: text, images, movies and sound files.

8. Failure to provide required website content

- 8.1. **Idilio Studio** has the right to reject offers and inquires.



- 8.2. **Client** is obliged to provide all the required information requested by **Idilio Studio** in advance.
- 8.3. **Client** has to supply text content of **Client's** site in advance to **Idilio Studio** for the Search Engine Optimization.
 - 8.3.1. Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on the **Client's** website.
- 8.4. Should **Client** fail to provide the information stipulated in 8.2 of this agreement:
 - 8.4.1. **Idilio Studio** has the right to impose a surcharge of up to 25% (twenty-five percent) of the total invoice.
 - 8.4.2. **Idilio Studio** reserves the right to close the project and the balance remaining becomes payable immediately by the **Client**.

9. Additional Expenses

- 9.1. **Client** agrees to reimburse **Idilio Studio** for any additional expenses necessary for the completion of the work such as:
 - 9.1.1. CMS Themes, special fonts, stock photography and any other material/content.

10. Web Browsers

- 10.1. **Idilio Studio** makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g., Firefox, Microsoft Edge, Google Chrome, Safari, etc.).
- 10.2. **Client** agrees that **Idilio Studio** cannot guarantee correct functionality with all browser software across different operating systems.



- 10.3. **Idilio Studio** cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the **Client**.
- 10.4. **Idilio Studio** reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

11. Suspended Accounts / Removal

- 11.1. **Client's** Suspended account has to be settled in accordance with 4.6 of this agreement.
- 11.2. Failure to fulfill **11.1** of this agreement will consider the **Client** in "**Account Removal Phase**".
- 11.3. If the **Client** in "**Account Removal Phase**" maintains/stores any information, files and/or data on **Idilio Studio's** Web space, **Idilio Studio** will, at its discretion, remove all such material from its web space.
- 11.4. **Idilio Studio** is not responsible for any loss of data incurred due to the removal of the service.
- 11.5. **Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account.**
- 11.6. **Clients** with accounts in "**Account Removal Phase**" agree to pay **Idilio Studio** reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by **Idilio Studio** in enforcing these Terms and Conditions within the Agreement.

12. Termination

- 12.1. Termination of services by the **Client** must be requested in a written notice and will be effective on receipt of such notice.
- 12.2. Telephone requests for termination of services by the **Client** will not be honored until and unless confirmed in writing or via e-mail.



- 12.3. If website design and development work have already begun (such as creating a design concept) by **Idilio Studio**, then the down payment stipulated in 2.4.1 of this Agreement is **Non-Refundable**.
- 12.4. **Idilio Studio** may elect at its sole discretion to offer a partial refund depending upon the circumstances.

13. Indemnity

- 13.1. All **Idilio Studio** services may be used for lawful purposes only.
- 13.2. **Client** agrees to indemnify and holds **Idilio Studio** harmless from any claims resulting from the **Client's** use of **Idilio Studio's** services that damages the **Client** or any third party.

14. Copyright

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



15. Standard Media Delivery

- 15.1. 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 on a USB stick or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high-quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format.
- 15.2. **Idilio Studio** does not guarantee the return of any images or printed material provided for use in the creation of the **Client's** website to the **Client**.

16. Design Credit

- 16.1. A link to **Idilio Studio** will appear in either small type or by a small graphic at the bottom of the **Client's** website. If a graphic is used, it will be designed to fit in with the overall site design.
- 16.2. **If a client requests that the design credit shall be removed, a nominal fee of 10% of the total development charges will be applied unless:**
- 16.2.1. **the total development charges inferior to €5000, a fixed fee of €650 will be applied.**
- 16.3. The **Client** also agrees that the website developed for the **Client** may be presented in **Idilio Studio's** portfolio.

17. Access Requirements

- 17.1. If the **Client's** website is to be installed on a third-party server, **Idilio Studio** must be granted temporary read/write access to the **Client's** storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.



18. Post-Placement Alterations

18.1. **Idilio Studio** cannot accept responsibility for any alterations caused by a third party occurring to the **Client's** pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

19. Domain Names, Hosting Accounts and Maintenance

- 19.1. **Idilio Studio** may purchase domain names and/or hosting accounts on behalf of the **Client**.
- 19.2. **Services** in **point 19.1** are:
- 19.2.1. Prepaid,
 - 19.2.2. Consist of Annual Maintenance Fees for software updates according to the **Client's** subscription plan.
- 19.3. Payment and renewal of those domain names and/or hosting accounts and/or subscription plans is the responsibility of the **Client**.
- 19.4. **Client** accepts that the loss, cancellation or otherwise of the domain and/or hosting account and/or subscription plan brought about by missed or late payment by the **Client** is not the responsibility of **Idilio Studio**.
- 19.5. The **Client** should keep a record of the due dates and pay on time the issued invoice(s) to ensure that payment is received on time.

20. General

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



21. Social Media Management

- 21.1. Social Media Marketing and Management is defined as helping a client to promote their products or services through social media channels.
- 21.2. **Idilio Studio** will honor the components of **Client's** chosen social media package, providing an **agreement to a minimum six (6) months contract is served and monthly payments are received in advance.**

22. Governing Law

- 22.1. This **Agreement** shall be governed by the Laws of the **Republic of Cyprus**. If any action is brought to enforce, or arises out of, the Agreement or any term, clause, or provision hereof, the prevailing party shall be awarded its reasonable attorney's fees together with expenses and costs incurred with such action.

23. Acknowledgment of Understanding/Entire Agreement

- 23.1. **Client** acknowledges that the **Client** has read this **Agreement**, understood it and agreed to be bound by its terms and conditions.
- 23.2. **Client** also agrees that this **Agreement** is the complete and exclusive statement of the **Agreement between Idilio Studio and Client** and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between **Idilio Studio** and **Client** relating to the subject matter of this **Agreement**.

24. Liability

- 24.1. **Idilio Studio** hereby excludes itself, its Employees and or Agents from all and any liability from:
 - 24.1.1. Loss or damage caused by any inaccuracy;
 - 24.1.2. Loss or damage caused by omission;



24.1.3. Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the website;

24.1.4. Loss or damage to **clients'** artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

24.2. The entire liability of **Idilio Studio** to the **Client** in respect of any claim whatsoever or breach of this **Agreement**, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this **Agreement** in respect of which the breach has arisen.

25. Severability

25.1. **Client** agrees that the terms and conditions stated in this **Agreement** are severable.

25.2. In the event any one or more of the provisions of this **Agreement** shall be found or be held to be invalid or unenforceable in any jurisdiction, the remainder of this agreement shall be valid and enforceable.

26. Amendment of this Agreement

26.1. **Idilio Studio** reserves the right to modify or amend this agreement from time to time without any notice.

26.2. **Client** agrees and accepts that during the usage of the website and/or services provided by **Idilio Studio**, **Idilio Studio** has the right to post changes and modification to this agreement.

26.3. **Client** agrees and accepts the changes the moment **Idilio Studio** posts/uploads the modified **Agreement**.