

## *JcFx.Eu - JcFx Ltd. – World Class Web Building Services*

Web: <http://www.jcfx.eu>

Email: [JcFx@JcFx.Eu](mailto:JcFx@JcFx.Eu)

Phone: +44 (0) 20 7193 5731

Fax: +44 (0) 845 020 4259

Skype and MSN available on request.

### *WHO WE ARE:*

I'm an independent software contractor based in London, UK. I also spend parts of the year in Barcelona, Spain and sometimes part in San Jose, California, USA. I usually complete jobs alone but sometimes I will use other sub-contractors where the scale or specialization of a project require. In either case I will be solely responsible to you, the client, for milestones, deliveries and quality and I will be happy to let you know in any case whether I am working alone or with other contractors. In the remainder of this document "JcFx" refers either to me as an individual or to me in my role as representing JcFx Ltd, JcFx.Co.Uk, JcFx.Eu, myself and sub-contractors.

### *INCLUSIONS:*

The JcFx price includes all aspects of Design, Development, Deployment and Debugging for your application, as defined in the Statement of Work or accepted Proposal document.

### *SUPPORT:*

JcFx provide free warranty support for the first 18 months of operation. If it doesn't work as it was specified to on the platform it was originally specified for and deployed to, JcFx will fix it without charge. If you make changes to your wider system which affect the operations of my application, JcFx will make every effort to make adjustments without charge. JcFx will also attempt to take care of re-deployments, minor alterations and extensions without charge. JcFx reserve the right, however, to quote you appropriately for any work that is requested and that is not caused directly by a fault in JcFx software.

### *COMMUNICATIONS AND PAYMENTS:*

JcFx accept Elance payments, Guru SafePay, PayPal, or direct transfer to UK or US accounts. Direct transfer incurs no fee, Elance / Guru / PayPal payments incur 50% of the transaction fee (Currently 50% of 8.5%, 10% or 3%, respectively). Email is the primary communications channel, but JcFx can also make MSN messenger and Skype available to clients as necessary, or you can call JcFx at +44 (0) 20 7193 5731. All invoices are due upon presentation, unless otherwise agreed in writing.

### *LIABILITY:*

JcFx take protection of your confidential data very seriously, and will keep such data secure in the same manner that JcFx keeps its own, and in accordance with industry standard practices. Notwithstanding, JcFx's liability in any claim relating to this project or the data provided to JcFx for commission of it shall in all cases be strictly limited to the agreed fee for this project. Upon

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*JcFx Limited - 95 Wilton Road, Suite 3, London, SW1V 1BZ, United Kingdom*

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receipt of and final payment for the site, ownership of and responsibility for the site becomes the client's and the client agrees to indemnify and hold JcFx Ltd, its directors and shareholders, harmless in the event of any claims, howsoever caused, arising from the operation or use of the site.

### *CANCELLATION:*

Very occasionally it is necessary for JcFx to cancel a project. An agreement may be made to release a partially completed project to the client for a portion of the agreed fee. In the event of there being no agreement the client is entitled to a full refund of any monies paid to JcFx and JcFx will require that any code or assets previously provided to the client be returned or destroyed. In no event shall JcFx be liable for any costs or damages due to cancellation, nor to any liability beyond the return of monies received from the client.

### *COPYRIGHT:*

Ownership of the final application once it has been paid for in full and copyright and ownership have been released shall be the clients along with copyright on all original code. This solution may use portions of code already in the public domain or already copyright JcFx or others. JcFx will not use any components whose copyright may prevent the client from using them in any way whatsoever without explicitly informing the client in writing in advance and receiving the client's written consent to use these components. Copyright and ownership remains the sole property of JcFx until full and final payment of the agreed amount has been made and JcFx releases copyright and ownership in writing, no work is to be considered work for hire until such payment has been completed, pursuant with the individual terms and conditions of each contract. Samples, code examples and design mock ups remain copyright JcFx and the sharing of such documents with other design and development companies or contractors is strictly forbidden without prior written consent.

### *ACCREDITATION RIGHTS:*

#### *1. Applicable if JcFx is the lead contractor and the client is the end user:*

JcFx reserve the right to have "Designed and Built by JcFx.Eu" or "Designed and built by JcFx" displayed on each page JcFx create or, at JcFx's discretion, on a separate credits page, with the text linking to JcFx.Co.Uk or JcFx.Eu. JcFx recognize the need for such text to be discrete and placed at the page extremity, in accordance with industry standards. Please see the JcFx portfolio for examples of this. JcFx further reserve the right to be identified as the designer and programmer of the site and to include screenshots of the site and a link to it in the JcFx portfolio. JcFx agree not to include in the screenshots any information which may be deemed proprietary to the client or which may compromise the site's security or the client's privacy.

#### *2. Applicable if JcFx is a sub-contractor and the client is an agency:*

JcFx reserve the right to be identified as to their role or roles in the execution of the project and to include screenshots of the site and a link to it in the JcFx portfolio. JcFx agree not to include in the screenshots any information which may be deemed proprietary to the client or which may compromise the site's security or the client's privacy. JcFx further agree to identify the agency where appropriate in referencing the site and to provide a link to the agency's site.

### *ACCEPTANCE:*

Incorporation of these terms into a statement of work which is then accepted by both parties constitutes acceptance of these terms by both parties.

*REVISIONS:*

JcFx reserve the right to judge whether a requested change represents a change order or a free revision. JcFx's aim is to deliver a product that fits your needs at the price originally quoted, however, and JcFx make every effort to make any reasonable revisions you request without additional charge. Review and revisions sessions are built into our workflow for projects, both after presentation of the initial design proposal and after presentation of the Final Beta. JcFx will make unlimited revisions to the initial design proposal before beginning programming until JcFx reach a design you are happy with.

*Standard Milestones and Payments For Small Projects (up to £1999):*

1. Proposal Accepted and project awarded in writing.
2. Payment: 50%
3. Architecture and Design – unlimited revisions until customer is happy
4. Architecture Design Agreement, Dates and Milestones agreed in writing – User Interface mock and architecture diagram and description signed off on. Changes after this point constitute a change order.
5. Alpha / Beta Development Process
6. Beta Delivery – design works and is correct to Architecture Design Agreement specs. Minor revisions may be made without a change order, at my discretion.
7. Deployment to production server, testing and debugging
8. Client Signs Off
9. Payment: 50%
10. Delivery of Source Code & Handover of Copyright

*Standard Milestones and Payments For Medium Projects (£2000 - £9999) :*

1. Proposal Accepted and project awarded in writing.
2. Payment: 40%
3. Architecture and Design – unlimited revisions until customer is happy
4. Architecture Design Agreement, Dates and Milestones agreed in writing – User Interface mock and architecture diagram and description signed off on. Changes after this point constitute a change order.
5. Alpha / Beta Development Process
6. Beta Delivery – design works and is correct to Architecture Design Agreement specs.
7. Payment: 40%
8. Minor revisions may be made without a change order, at my discretion. Deployment to production server, testing and debugging
9. Client Signs Off
10. Payment: 20%
11. Delivery of Source Code & Handover of Copyright

*For larger projects, milestones and payments are by negotiation.*

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