

# TERMS & CONDITIONS

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## DEFINITIONS

**Agreement:** means the Project Proposal, Terms and Conditions and any other attached documents.

**Project:** means the scope and purpose of the Client's identified usage of the work product as described in the Project Proposal.

**Services:** means all services and the work product to be provided to Client by Jukkie Digital Agency as described and otherwise further defined in the Project Proposal.

**Final Deliverables:** means the final versions of Deliverables provided by Jukkie Digital Agency and accepted by Client.

**Deliverables:** means the services and work product specified in the Project Proposal to be delivered by Jukkie Digital Agency to Client.

**Client Content:** means all materials, writing, images or other creative content provided by Client used in preparing or creating the Deliverables.

**Third Party Materials:** means proprietary third-party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

**Jukkie Digital Agency:** Is a trading name of Yogyo Ltd (registration number: **10074835**) whose registered office is at 483 Green Lanes, N13 4BS, London, United Kingdom.

**Jukkie Digital Agency Tools:** means all design tools developed and/or used by Jukkie Digital Agency in performing the Services, including pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

## AGENCY SERVICES

The agency shall perform the services listed the Scope of Work according to the Work Plan and Milestones schedule set in Project Proposal.

## PROPOSAL

The terms of this Agreement expire **6 YEARS** after being submitted to Client. If this Agreement expires, Jukkie Digital Agency may modify the Agreement and resubmit it to Client.

## COMPENSATION

**Fees:** Client agrees to pay Jukkie Digital Agency the fees listed in the Project Proposal, including all taxes.

**Expenses:** Client will pay Jukkie Digital Agency expenses, including but not limited to: (a) Incidental and out-of-pocket expenses at cost plus Agency's standard markup of **30 PERCENT**; (b) Mileage reimbursement, other than normal commuting, at **£4 PER MILE**; (c) Travel expenses, other than normal commuting, but including airfare and rental vehicles, with client approval.

**Additional Costs:** Pricing in the Project Proposal includes only Jukkie Digital Agency fees. Any other costs, such as hosting, art licensing, videography or photography, will be billed to Client either within the Project Proposal or in a separate document.

**Hosting Final Deliverables:** Jukkie Digital Agency will host the Final Deliverables on the Agency's web space while the Project is under construction. If the Final Deliverables are not completed by the completion date listed in the Project Proposal, and the delay is not caused by Jukkie Digital Agency, Client agrees to pay Jukkie Digital Agency **£67 PER 12 MONTHS** for hosting and maintenance until the Final Deliverables are moved to the Clients server.

## PAYMENT

**Payment Schedule:** Jukkie Digital Agency will only commence work on a project after receipt of a non-refundable 50% deposit of the quoted project fee from the client. The remaining 50% fees of the project is due when Jukkie Digital Agency completes the final milestone before the delivery of client project or goods.

**Deposit:** All deposits are non-refundable, and should the client wish to cancel at any point during the process the client shall remain liable for the work that has taken place and shall be invoiced accordingly.

**Invoices:** All invoices are payable within **7 DAYS** of receipt. Invoices shall list any expenses and additional costs as separate items.

**Final Payment:** The final payment should be paid to Jukkie Digital Agency within **7 DAYS** of the final work being completed.

**Admin Fees:** Should a Client wish to move hosting away from Jukkie Digital Agency or transfer a domain name away from Jukkie Digital Agency, a £50 one-off admin charge fee will be issued, which must be paid before the transfer takes place.

## FINANCE

**Contract Duration:** All financed websites and or projects are agreed on 12-month contract, after this period a monthly rolling contract comes into effect.

**Cancellation of Contract:** Requests of financed account cancellation must be done in writing by emailing [hello@jukkie.com](mailto:hello@jukkie.com) or mailing in to the address in the header of this document. Accounts will be cancelled, and direct debit agreements terminated. Full balance needs to be brought forward to **£0** before the account cancellation need to be deemed as successful.

**Finance Fee:** All financed websites and or projects have an **8%** monthly charge fee in addition to the total cost.

## LATE PAYMENT

**Late Fee:** A fee of **5 PERCENT**, or the maximum allowed by law, is payable on all overdue balances. Payments that are 28 days late or more from the first final payment request will incur interest penalties at the rate of **5 PERCENT** above the UK Bank of England base rate of interest. Payments that are 28 days late or more from the first final payment could be handed to our credit agency and will incur a **15 PERCENT** penalty.

**Financed Late Fee:** A fee of **20 PERCENT**, or the maximum allowed by law, is payable on all overdue balances. Payments that are 28 days late or more from the first final payment request will incur interest penalties at the rate of **20 PERCENT** above the UK Bank of England base rate of interest. Payments that are 28 days late or more from the first final payment could be handed to our credit agency and will incur a **35 PERCENT** penalty.

**Crediting Late Payments:** Payments will be credited to late payments first, then to unpaid balances.

**Collection Expenses:** Client shall pay all collection or legal fees caused by late payments.

**Withholding Delivery:** Jukkier Digital Agency may withhold delivery and transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.

**Withholding License:** All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding Additional Costs, Expenses, Fees, or any other charges.

#### CHANGES TO PROJECT SCOPE

**Change Request:** If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send Jukkier Digital Agency a written Change Order describing the requested changes in detail. Within **3 DAYS** of receiving a Change Order, Jukkier Digital Agency will respond with a statement proposing agency's availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. Jukkier Digital Agency will evaluate each Change Order at its standard rate and charges.

**Major Change:** If Client requests are at or near **30 PERCENT** of the time required to produce Deliverables, or the value of the Scope of Services, Jukkier Digital Agency shall be entitled to submit a new and separate Proposal to Client for written approval. Jukkier Digital Agency shall not begin work on the revised services until they receive a fully signed revised proposal, 50% deposit and any additional fees.

**Minor Change:** If Client requests are not Major Changes, Client will be billed on a time and materials basis at Agency's hourly rate of **£75 PER HOUR**. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or final price identified. Jukkier Digital Agency may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.

**Acceptance/Rejection:** Client will have **3 DAYS** to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, Jukkier Digital Agency will not be obligated to perform any services beyond those in the original Agreement.

#### DELAYS

**If Jukkier Digital Agency Delays:** Jukkier Digital Agency shall use all reasonable efforts to meet the Work Plan and Milestones delivery schedule. Jukkier Digital Agency may extend the due date for any Deliverable by giving written notice to Client. The total of all extensions shall not exceed **21 DAYS**.

**Client Delays:** Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables.

**General Delays:** Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, labor disputes, riots, acts of war, terrorism and epidemics.

#### EVALUATION AND ACCEPTANCE

**Testing:** Jukkier Digital Agency will test and correct Deliverables using commercially reasonable efforts before providing Deliverables to Client.

**Approval Periods:** Client shall, within **3** business days after receiving each Deliverable, notify Jukkier Digital Agency in writing of any failure to comply with the specification of the Project Proposal or of any other objections, corrections or changes required. Jukkier Digital Agency shall, within **7** business days of receiving Client's notification, correct and submit a revised Deliverable to Client. Client shall, within **3** business days of receiving a revised Deliverable, either approve the corrected version or make further changes. If after **8** corrections by Jukkier Digital Agency, Client finds the Deliverables are not acceptable, Client may terminate this agreement subject to the termination clauses of this Agreement. If Client fails to provide approval or comments during any approval period, those Deliverables will be considered approved and accepted. All objections, corrections and changes shall be subject to the terms and conditions of this Agreement.

#### CLIENT RESPONSIBILITIES

Client acknowledges that it is responsible for performing the following in a reasonable and timely manner: (a) Provide Client Content in a form suitable for use in the Deliverables without further preparation by Jukkier Digital Agency, unless otherwise specified in the Project Proposal; (b) Proofread all Deliverables. Client will be charged for correcting errors after the acceptance of any Deliverable; (c) Make decisions regarding other parties.

#### ACCREDITATION AND PROMOTION

**Accreditation:** Jukkier Digital Agency shall be entitled to place accreditation, as a hyperlink or otherwise, in the form, size and location as incorporated by Jukkier Digital Agency in the Deliverables on each page of the Final Deliverables.

**Promotion:** Jukkier Digital Agency retains the right to reproduce, publish and display the Deliverables in Jukkier Digital Agency's portfolios and websites, in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

**Promotional Approval:** Either party, subject to the other's reasonable approval, may describe its role in the Project on its website and in other promotional and marketing materials, and, if not expressly objected to, include a link to the other party's website.

#### CONFIDENTIAL INFORMATION

Client's "Confidential Information" includes information that Jukkier Digital Agency should reasonably believe to be confidential. Jukkier Digital Agency's "Confidential Information" includes the source code of any Jukkier Digital Agency Tools. All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only be used as needed to perform this Agreement. Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure.

## RELATIONSHIP OF THE PARTIES

**Independent Agency:** Jukkie Digital Agency is an independent agency. Jukkie Digital Agency shall determine, in its sole discretion, the manner and means by which the Services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Jukkie Digital Agency and the work product or Deliverables prepared by Jukkie Digital Agency shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

**Design Agents:** Jukkie Digital Agency shall be allowed to use third party's as independent agency in connection with the Services ("Design Agents"). Jukkie Digital Agency shall remain fully responsible for Design Agents' compliance with this Agreement.

**No Exclusivity:** This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Jukkie Digital Agency, and Jukkie Digital Agency shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Jukkie Digital Agency.

## REPRESENTATIONS AND WARRANTIES

**By Client:** Client represents and warrants to Jukkie Digital Agency that: (a) To the best of Client's knowledge, use of the Client Content does not infringe the rights of any third party; (b) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials; (c) Client will obtain all necessary and appropriate rights and licenses to grant license to Jukkie Digital Agency to use Third Party Materials.

**By Jukkie Digital Agency:** Jukkie Digital Agency represents and warranty to Client that: (a) Jukkie Digital Agency will provide the Services identified in the Agreement in a professional and workmanlike manner; (b) Jukkie Digital Agency shall secure all necessary rights, title, and interest in and to the Final Deliverables, including Jukkie Digital Agency Tools, sufficient for Jukkie Digital Agency to grant the intellectual property rights provided in this Agreement; (c) To the best of Jukkie Digital Agency's knowledge, the Deliverables will not violate the rights of any third parties; (d) If Client or third parties modify the Deliverables or use the Deliverables outside of the scope or purpose of this Agreement, all representations and warranties of Jukkie Digital Agency shall be void.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, JUKKIE DIGITAL AGENCY MAKES NO WARRANTIES WHATSOEVER. JUKKIE DIGITAL AGENCY EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

## INDEMNIFICATION AND LIABILITY

**By Client:** Client shall indemnify Jukkie Digital Agency from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Jukkie Digital Agency shall promptly notify Client in writing of any third-party claim or suit. Client shall have the right to fully control the defense and any settlement of such claim or suit.

**By Jukkie Digital Agency:** In the case of a third-party lawsuit or proceeding based on a claim that Deliverables breach the third party's intellectual property rights, and it is determined that such infringement has occurred, Jukkie Digital Agency may at its own expense, replace any infringing content with non-infringing content.

**Limitation of Liability.** THE SERVICES AND THE WORK PRODUCT OF JUKKIE DIGITAL AGENCY ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF JUKKIE DIGITAL AGENCY, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("JUKKIE DIGITAL AGENCY PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF JUKKIE DIGITAL AGENCY. IN NO EVENT SHALL JUKKIE DIGITAL AGENCY BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY JUKKIE DIGITAL AGENCY, EVEN IF JUKKIE DIGITAL AGENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## TERM AND TERMINATION

**Term:** This agreement shall begin when both parties sign and shall continue until all Services are complete and delivered, or until the Agreement is Terminated.

**Termination for Cause:** Either party may terminate this agreement at any time, on **60 DAYS** prior written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure that breach during that **60 DAYS** period.

**Termination for Insolvency:** Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it.

**Termination by Mutual Agreement:** This terms and conditions may be terminated by mutual agreement of the parties.

**Termination for Convenience:** Either party may terminate this agreement at any time and for any reason on **60 DAYS** prior written notice to the other party. If Client terminates the Agreement under this section, Jukkie Digital Agency shall, at Client's reasonable discretion, complete any work assigned or



scheduled during the notice period in accordance with the terms and conditions of this Agreement.

**Termination Fees:** In the event of termination, the Client shall pay Jukkier Digital Agency a cancellation flat fee of £400 or 30% of the due balance – whichever is greater. The Client shall pay all Expenses, Fees, and Additional Costs incurred up to the date of termination.

**Intellectual Property:** If Client terminates and on full payment of compensation, Jukkier Digital Agency grants Client right and title as provided by this Agreement with respect to those Deliverables provided and accepted by Client as of the date of termination.

**Confidential Information:** On expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) all rights and obligations regarding Confidential Information shall survive.

### RIGHTS TO FINAL ART

**License:** Jukkier Digital Agency grants to Client a non-exclusive, perpetual and worldwide license to use and display the Final Deliverables in accordance with this Agreement. The rights granted to Client are for use of the Final Deliverables in its original form only. Client may not change, create derivative works or extract portions of the Final Deliverables.

**Liquidation for unlicensed use:** Additional use of any Deliverables by Client outside the scope of the license granted above requires additional fees. Jukkier Digital Agency shall be entitled to further compensation equal to **30 PERCENT** of the total original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, Jukkier Digital Agency shall be entitled to pursue all remedies under law and equity.

### RIGHTS TO DELIVERABLES OTHER THAN FINAL ART

**Client Content:** Client Content is the exclusive property of the Client. Client grants Jukkier Digital Agency a non-exclusive, non-transferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Jukkier Digital Agency's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

**Preliminary Works:** Jukkier Digital Agency retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Jukkier Digital Agency within thirty (30) days of completion of the Services.

**Jukkier Digital Agency Tools:** All Jukkier Digital Agency Tools are and shall remain the exclusive property of Jukkier Digital Agency. Jukkier Digital Agency grants Client a non-exclusive, non-transferable, perpetual, worldwide license to use the Jukkier Digital Agency Tools solely to the extent necessary with the Final Deliverables for the Project.

### SUPPORT SERVICES

**Warranty Period:** During the first MONTH following expiration of this Agreement, Jukkier Digital Agency shall provide up to 2 hours of Support Services at no additional cost to Client. Support Services means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies. Requests for additional support will be billed on a time and materials basis at Agency's standard hourly rate.

**Maintenance Period:** After the Warranty Period expires and at Client's option, Jukkier Digital Agency will provide Support Services for the following **1 MONTH** for Jukkier Digital Agency's hourly fees of **£75 PER HOUR**.

**No Enhancements:** The services in the Warranty Period and the Maintenance Period do not include enhancements to the Project or other services outside the scope of the Proposal.

### ENHANCEMENTS

During the Maintenance Period, Client may request that Jukkier Digital Agency develop enhancements to the Deliverables. Jukkier Digital Agency shall exercise commercially reasonable efforts to prioritize Jukkier Digital Agency's resources to create such enhancements. Client understands Jukkier Digital Agency may have pre-existing obligations that may delay requested enhancements. Jukkier Digital Agency shall provide any enhancements shall be provided on a time and materials basis at the Agency's' standard rate.

**Alterations:** Alteration of any Deliverable is prohibited without the express permission of Jukkier Digital Agency. Jukkier Digital Agency will be given the first opportunity to make the required alterations. Unauthorized alterations shall constitute additional use and will be billed accordingly.

### DISPUTE RESOLUTION

**Negotiation:** Parties agree to attempt to resolve any dispute by negotiation between the parties.

**Arbitration/Mediation:** If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties.

**Litigation:** In all other circumstances, the parties specifically consent to the local courts located in the country of **UNITED KINGDOM**. The parties waive any jurisdictional or venue defenses available to them and further consent to service of process by mail.

### GENERAL

**Modification/Waiver:** Modifications to this Agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

**Notices:** All notices under this Agreement shall be given in writing either by: (a) Mail delivered to the company's registered address: 483 Green Lanes, N13 4BS, London, United Kingdom or Email to notice@jukkier.com, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email or mail, on confirmation of receipt.

**No Assignment:** Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party.

**Governing Law:** This Agreement shall be governed by the law of **UNITED KINGDOM**.

**Severability:** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible the invalid or unenforceable

provision shall be interpreted in such manner as to be effective and valid under applicable law.

**Headings:** Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect.

**Complete Agreement:** This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.

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By using our services, you agree to follow and adhere to the Terms & Conditions stated above. You certify that you have read the above information and my proceed of working with Jukkie Digital Agency certifies my understanding of the above Terms & Conditions.