

Terms and Agreement for commissioned projects

Summary of important points:

- Projects must be paid for up front.
- The project is based on the information written in the document/email stated in the offer email. Any additional changes or updates will be charged extra.
- The client can chose from an economy rate or a priority rate. Priority rate will decrease the delivery time to 48 hours.
- The client have 10 days to confirm the updated version. If time has passed these 10 days, the project will be considered finished and confirmed by the client.
- The client is responsible that the request does not intervene with current law or copyright.
- After the project is finished, the client owns all rights to the source code.

1 Order agreement

1.1 The client and System Investors (SI) are both bound by these rules and agreement once the offer have been accepted by the client. The cost, delivery and additional agreements are to be found in the offer email provided by SI.

1.2 The client will be offered two fixed prices for the project, one priority rate and one economy rate. The client must specify at the time of the agreement what price (priority or economy) the client prefer by choosing payment link.

1.3 If the client choose the priority price the project will be delivered within 48 hours after the payment is received, unless other is specified at the time the quote is given. Support and updates for the project will be sent to the client wihtin 24 hour.

1.4 All timeframes is considered to be during working days only. Weekends shall not be included in the estimated delivery.

1.5 The client can at any time cancel the project. The client is in that case obligated to pay the current commissioned work until the time SI receive a written notice of the cancellation.

1.6 SI reserve the right to cancel or adjust the fixed price if the project encounter significant problem that could not be accounted for when the fixed price was offered. This futher includes, but is not limited to, information regarding the request that was not available at the time the fixed price was offered.

1.7 Support regarding the use of platform or other tasks not directly linked to the project will not be included in the fixed price.

1.8 SI can not take certain platforms into consideration if this is not specified at the time the quote is given. If the client need the project to work on a specific platform the client must inform SI about this before the project start. If platform is not specified the development is carried through on the FxPro Metatrader platform.

2 Delivery

2.1 During the project the client might be provided with time limited and protected deliveries. SI owns the rights to decide the amount of limitations that shall be applied to the client's project.

2.2 When the payment has been received the client will receive the full source code of the project without any limitations or protection.

2.3 SI shall be noticed regarding problems or flaws in the code at the latest of 10 days after delivery. If SI has not been noticed during these days, the project is considered finished and changes will be considered updates.

2.4 Any flaws found or requests for changes after the client has confirmed the final version of the project will be considered updates.

3 Payment

3.1 SI require the fixed price to be paid up front.

3.2 SI might require the client to provide SI with photo identification (passport or driving license), personal identification number and/or social security number, and evidence of the clients residence address.

3.3 The payment will be carried through either by credit card payment or bank transfer.

3.4 Any unsettled payment shall be carried though at the latest of 20 days after final delivery. If SI has not yet received the payment at the final date, a remainder fee of 7 eur per remainder and interest of 25% will be applied. If the final payment has not been received after two remainders, the issue will be handed over to the debt collection agency. All costs involving the debt collection will be paid for by the client.

4 Rights of project

4.1 The client own all rights regarding the project, according to the European Intellectual Property Law. Hereby does SI own no rights to use, modify or in any way distribute parts or full source code or finished projects.

4.2 SI will store the client's project for the purpose of possible future updates. If the client does not want SI to store information regarding the project, the client must inform SI in writing.

5 Disclaimer

5.1 SI can under no circumstances be responsible for losses or other harm caused by projects related to SI. This include, but are not limited to:

- a. Losses due to the projects performance.
- b. Losses due to flaws or error in the project code.
- c. Losses due to advice or recommendation given by SI.

5.2 SI is not responsible for issues regarding copyright for materials that the client provide SI with. The client must assure that s/he does not break any copyright laws if SI is provided with existing code or if the project is based on acknowledged methods.