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Terms and Conditions.

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Terms and Conditions: NFJ DIGITAL SOLUTIONS COMPANY LIMITED

These are the general terms and conditions (T&C) of NFJ DIGITAL SOLUTIONS COMPANY LIMITED, hereinafter referred to as "Agency," and the client, hereinafter referred to as the "Client." The following general terms and conditions apply to all contracts, orders, offers, and services concluded between the Agency and the Client.

The Agency provides services, particularly in web development, SEO, and online marketing.

I. Conclusion of Contract between Agency and Client

1. The contract between the Client and the Agency is concluded upon receipt of the signed offer by the Client.
2. Changes to the contract are only possible in written form. Telephone agreements, made over the phone, require written confirmation. Unless otherwise specified, confirmation of changes via email is also possible.
3. In the event of force majeure, the Agency is entitled to postpone the project by a reasonable period corresponding to the duration of the hindrance.

II. Collaboration and Support during Implementation

1. Collaboration takes place in a trusting environment, and the parties shall inform each other immediately of any deviations from the agreed procedures or any developments that differ from the agreements. They shall keep each other informed about the progress and fulfilment of the project.
2. If an action taken by the Agency is incomprehensible to the Client and does not meet the Client's expectations, the Client shall inform the Agency.
3. The Client shall appoint a responsible and authorised person for the project implementation.
4. The designated contact persons of the Agency and the Client shall communicate with each other and inform the Client regularly and at defined intervals about the progress and fulfilment of the contract in order to be able to take countermeasures if necessary and to fulfil the contractual components. The chosen form of communication shall be separately agreed upon in the offers.

III. Scope of Services of the Agency

1. The Agency undertakes the services and consultations defined in the order and implements them in collaboration with the Client.

2. The consultations included in the flat-rate offers only refer to the scope of services defined and commissioned as part of the order. If additional consultations or services are desired, they shall be considered in a separate offer.

IV. Tasks and Obligations of the Client

1. The Client shall support the Agency in fulfilling its contractual obligations by providing the information necessary for the provision of services.
2. The Client undertakes to support the Agency in fulfilling the contract by providing the necessary materials and, as far as possible, making the media available in digital form. If the materials need to be converted into another format, the Client shall bear the associated costs. The Client shall verify whether all submitted materials have the necessary rights. In doing so, the Client shall particularly observe copyright, youth protection, press law, and the "right to one's own image." The Client is solely responsible for the submitted materials. The Client shall verify that the submitted materials (text, image, sound) do not infringe upon the rights of third parties. The Agency shall be fully indemnified from any claims by third parties.
3. If additional costs arise due to different wishes and changes to the commissioned services, the Client shall bear these costs.
4. In the course of order processing, the Client shall check the provided email inbox at least once on every working day to respond to any inquiries.
5. If the Agency is unable to execute the order because the Client withholds information or persistently obstructs the execution of the order unnecessarily, the Agency is entitled to charge a lump sum surcharge of 10 percent of the order value. Further claims for damages by the Client remain unaffected.
6. If the Client fails to fulfil its obligations to cooperate, the Agency reserves the right to unilaterally terminate the contractual relationship.
7. The Client is obligated to pay for all services provided up to that point according to the agreed compensation rates.
8. If the Client fails to fulfil its obligations to cooperate in a way that prevents the Agency from executing the assignment, the Agency is entitled, after written warning, to not successfully carry out the assignment. In such cases, the Agency is also entitled, after written warning, to unilaterally terminate the contractual relationship and invoice all services provided up to that point based on its valid rates. This provision explicitly applies to assignments that are wholly or partially based on performance-based fees.

V. Data Protection

The Agency processes data in accordance with the privacy policy, which you can view [here](#).

VI. Engagement of Third Parties

The Agency reserves the right to involve third parties in fulfilling the contract. The Client undertakes, during the execution of the assignment, not to directly or indirectly engage the employees or third parties employed by the Agency for the following 24 months, either during or after the completion of the assignment.

VII. Deadlines

1. Standard Working Hours:
 - a. Our standard working hours are Monday to Friday, 9:00 AM to 6:00 PM, GMT+7.
 - b. We strive to be responsive and available to our clients during our standard working hours. However, please note that we may not always be able to respond immediately to emails or calls outside of these hours.
 - c. For urgent matters outside standard working hours, please contact +84 33 2364293. We will do our best to address your needs promptly.
2. Deadlines for the provision of services may only be confirmed by the Agency's contact person. The parties shall endeavour to document the deadlines in writing whenever possible.

VIII. Remuneration and Payment

1. Unless otherwise agreed between the parties, the Agency shall work on the basis of a pre-agreed time expenditure, which shall be invoiced monthly. The remuneration for the time spent shall be based on the Agency's rates, unless otherwise agreed.
2. If the Client avails themselves of a flat-rate offer from the Agency, the remuneration shall be based solely on the agreed flat rates.
3. If the parties have not agreed on the remuneration for a service that the Client could reasonably expect to be compensated for, the Agency's current rates shall apply.
4. Regarding the costs incurred through the engagement of third parties, the following differentiation shall be made:
 - a. If external services are part of a flat-rate offer from the Agency, they may not be separately stated or invoiced.
 - b. If the parties have not agreed on a flat-rate remuneration, external costs incurred during the implementation of the commissioned measures, such as click costs, fees for graphic designers and programmers, or costs for special legal advice, shall be invoiced separately. These external costs shall be invoiced with the customary commission, which amounts to 15 percent for services provided by the specialised departments.
5. In the case of flat-rate offers, invoicing shall commence at the beginning of the contract term. Invoicing shall take place at the beginning of each ongoing month of service. If it is foreseeable that the completion of the work will be delayed by at least four weeks due to unforeseen events not attributable to the Agency or if the Client wishes to postpone the completion of the project to a later date, the Agency is entitled to invoice the services provided up to that point in an interim invoice.

6. Unless the parties have made a special agreement, invoicing shall take place monthly at the beginning of the billing period.
7. In case of payment default by the Client, the Agency reserves the right to withhold further services until the outstanding payments have been settled.
8. Late Payment
 - a. If payment is not received within 30 days of the invoice date, the agency may charge a late payment fee of 5% per month on the outstanding balance. This fee will be added to the invoice and will be due immediately.
 - b. If the payment is still not received after 60 days, the agency may terminate the retainer agreement, and all outstanding invoices will become immediately due and payable.
 - c. This clause is subject to the following exceptions:
 - i. If the parties have agreed to a different payment schedule, that schedule will prevail.
 - ii. If the late payment is due to circumstances beyond the customer's control, such as a force majeure event, the customer may be entitled to a waiver of the late payment fee.
9. All contractually agreed fees are understood to be subject to the applicable value-added tax.

IX. Rights

Upon complete payment of the agreed remuneration, the Agency transfers to the Client all transferable copyrights and other rights for publication, reproduction, and exploitation.

Unless otherwise specified, this transfer is not limited in terms of time, territory, purpose of use, or in any other way.

This transfer obligation does not apply to the Agency's rights to tools and software programs, as well as its own administrative procedures, methods, and related forms of presentation that represent the Agency's proprietary knowledge.

X. Term, Termination

Fixed-term service contracts end at the agreed-upon time and are extended in accordance with the agreed duration.

If no different notice period has been agreed upon for a service contract with ongoing support and a monthly flat fee, the notice period shall be until the end of the month.

If a term with automatic renewal is agreed upon, the notice period shall be one month prior to the expiration of the current valid contract term.

Termination for cause remains unaffected. There is just cause if one of the contracting parties grossly breaches its obligations arising from this contract.

Services transmitted to the Client in the following month after termination, which are still relevant to the service period, will be invoiced separately to the Client.

XI. Liability

The statutory provisions apply.

XII. Non-Solicitation Agreement

During the term of cooperation between the parties and for a period of three years thereafter, the Client undertakes not to recruit employees of the Agency or employ them without the Agency's consent. In the event of a culpable violation, the Client agrees to pay a contractual penalty to be determined by the Agency and to be reviewed by the competent court in case of dispute.

XIII. Confidentiality

The documents, knowledge, and experiences provided by one contracting party to the other may only be used for the purposes of this contract and must not be made accessible to third parties unless they are intended to be made accessible to third parties by their nature or are already known to the third party. Third parties do not include auxiliary persons involved in the performance of the contractual relationship, such as freelance employees, subcontractors, freelancers, etc.

Furthermore, the contracting parties agree to maintain confidentiality regarding the content of this contract and the knowledge gained in its implementation.

The Agency undertakes to keep confidential all business and operational secrets of the Client that become known to it through the cooperation. This obligation of confidentiality shall continue beyond the duration of this contract. The Agency guarantees that a corresponding obligation of confidentiality will be agreed upon with its employees and other agents.

If requested by a contracting party, the documents provided by them, such as strategy papers, briefing documents, etc., shall be returned to them after the termination of the contractual relationship, provided that the other contracting party cannot assert a legitimate interest in these documents.

XIV. Miscellaneous

The Agency may mention the Client as a reference Client on its website or in other media.

XV. Final Provisions

All changes and additions to contractual agreements must be documented in writing for evidentiary purposes. Termination must be in writing. Communications that are required to be in writing can also be sent by email.

If clauses of the General Terms and Conditions are wholly or partially invalid, the remaining clauses shall remain unaffected by the invalidity.

The Client's general terms and conditions do not become part of the contract.

The law of Vietnam applies, excluding the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods.

The place of performance and the exclusive place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of the contractor, provided that the Client is a merchant or does not have a general place of jurisdiction in Vietnam.