

Terms and Conditions E-Rays

The best work comes out of great relationships. Honesty, respect and gratitude are the keys to a great relationship and therefore we have an interest in treating each other with these values at all times. As much as legal documents are important, what truly binds us is our drive to do great work with great people and to develop a relationship of mutual respect and trust.

E-Rays provides freelance IT services and develop software to gain efficiency for clients.

Work scope, services, turnaround times, services, and pricing

For every project a quotation is made to outline the scope, turnaround time, services provided and the schedule of (license) fees. If the scope or other aspects of the work change beyond what was originally agreed upon, services and rates may be renegotiated involving changes and/or additions to the project.

Invoicing, deposits, indexing

Invoices will be sent by email to the client. A deposit prior to starting any work may be required. In most cases, this deposit will be around 50% of the expected final amount. Payment of the deposit by the client is required before starting work. License fees will be indexed yearly, CBS indexes for IT services will apply.

Payment Terms

Client understands the importance of paying on time to keep the project going forward and to maintain a positive working relationship.

Payments for each invoice are due within 14 days after the invoice date. In case of overdue payments, E-Rays reserves the right to pause the work until payment is received.

Late Payment

In the event an invoice is not paid on time, to the maximum extent allowable by law, a late payment fee of 2.00% per month will be charged on any overdue and unpaid balance, which is not in dispute. All payment obligations are non-cancelable and fees paid are non-refundable.

Out of scope

Anything not listed in the quotation is not included. Reasonable requests for additional work or changes will be calculated additionally after acceptance. Any requests for additional work or changes must be made in writing. Should changes negate any part of the work already completed at the time of the changes, the client accepts responsibility for payment for any work completed to date.

Warranty

E-Rays does the outmost to:

Carry out work to the scope, quality, deadlines and prices listed in the quotation and as agreed via other written communications and provides original, high-quality work as requested by the client.

Treat the client with professionalism, courtesy, honesty, and integrity at all times.

Respond to any communications within a reasonable timescale, normally the same day.

The Client agrees to:

Provide supporting information, topics, guidance, ideas, and other material as requested by E-Rays to allow for creation of the work.

Provide deadlines and other relevant information about the requested work.

Answer any questions asked within reasonable time.

Provide prompt feedback on outlines, work, and other questions as requested.

Promptly pay the deposit and fees as stated and invoiced.

Point of contact

E-Rays can be reached by email at: info@e-rays.nl or by phone between 9:00 and 17:30 on +31630079966.

Cancellation of the work

Either Party may terminate agreements at any time, with or without cause, upon 30 days written notice, unless agreed differently. Either Party may at any time terminate agreements immediately if the other party commits a breach of the applicable agreement and such party does not cure a breach within 5 days of written notice from the non-breaching party of such breach. If the work is cancelled, the client will be liable to pay any fees in full for the creation and production of the work to date.

Ownership

The copyright and ownership of work, products and software produced or created by E-Rays remains with E-Rays. The client is not allowed to remove signs of the brand identity of E-Rays, such as logo's, whenever the client is selling, marketing or using the work, products and software produced or created by E-Rays. When full ownership is agreed upon and paid for, copyright will pass to the client. At that point, the client takes full ownership of the final product, except for any Background Technology. In any case of a violation of the above described, E-Rays will be entitled to charge the client a fine of € 50.000,- per individual case and € 1.000,- for every day the violation continues.

Background Technology

During the course of this project, E-Rays might use owned or licensed intellectual property from a third party, not qualifying as "work product." This is called "background IP." Possible examples of background IP are pre-existing code, type fonts, properly-licensed stock photos, and other tools. E-Rays is not giving the client this background IP. As part of the agreement, E-Rays is giving the Client a right to use and license (with the right to sublicense) the background IP to sell and support the client's products and services. The client may use this background IP worldwide, but it cannot transfer its rights to the background IP. The client cannot sell or license the background IP separately from its products or services. E-Rays cannot take back this grant, and this grant does not end when the agreement is terminated.

Confidentiality

Any documents and supporting information that the client provides to E-Rays that are not intended to be included in the final work will be kept confidential. Any work created by E-Rays which is not intended to be published or distributed publicly via a website, social media, or some other means will be kept confidential. Any NDA agreement provided by the client and signed by E-Rays supersedes this clause.

Right to Authorship Credit

Both Parties agree that when asked, client must properly identify E-Rays as the creator of the deliverables. Client does not have a proactive duty to display the name of E-Rays together with the deliverables, but client may not seek to mislead others that the deliverables were created by anyone other than E-Rays.

The client agrees that E-Rays may use the work product as part of E-Rays portfolio and websites, galleries and other media solely for the purpose of showcasing work but not for any other purpose.

E-Rays will not publish any confidential or non-public work without client's prior consent.

Indemnification

The client agrees to hold E-Rays harmless for any damage that may arise from the E-Rays work. In no event shall E-Rays be liable for any direct, indirect, punitive, incidental, special consequential damages whatsoever arising out of or connected with the use or misuse of their work product. E-Rays can't be held responsible for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever including without limitation, those resulting from their work product or from: (1) user or client reliance on the materials or documents produced (2) costs of replacement writings, training, or documents (3) loss of use, data, or profits (4) delays or business interruptions, (5) and any theory of liability, arising out of or in connection with the use or performance of work whether or not E-Rays has been informed about the possibility of such damages.

Force Majeure

No failure or omission by a party in the performance of any obligation under agreements shall be deemed a breach or create any liability if such failure or omission shall arise from any cause or causes beyond the reasonable control of such party which cannot be overcome through that party's reasonable diligence, e.g., strikes, riots, war, acts of terrorism, severe illness, invasion, fire, explosion, floods and acts of government or governmental agencies or instrumentalities.

Review and renegotiation of this contract

Any rates and terms of this contract are reviewed after an initial 90 days and then on a six-monthly basis. At that time, E-Rays reassess workload, rates, services and any other areas.

Governing Law and Dispute Resolution

Any dispute arising hereunder shall be governed by the laws of the jurisdiction of E-Rays primary business location, without regard to the conflicts of law provisions thereof. For all purposes of agreements, parties consent to exclusive jurisdiction and venue in the courts located in the Contractor's jurisdiction.