MaltaCode Terms and Conditions

Definitions:
The Client: The company or individual requesting the services of MaltaCode.
MaltaCode: Primary designer/site/software owner & employees or affiliates.

1. **General**
    1.1. MaltaCode will carry out work only where an agreement is provided by email, telephone, or postal mail. MaltaCode will work only for clients 18 years of age or above. An 'order' is deemed a written or verbal contract between MaltaCode and the client. This includes telephone and email agreements.
    1.2. Our software and websites are built to help organise and augment your organisation's activities. You may use MaltaCode-owned material and software for commercial use provided you abide by the following:
        1.2.1. Act within the copyright laws of the Republic of Malta and any legislation of the European Community or of the territory in which MaltaCode originally published the material.
        1.2.2. Use the software without any adjustment that would alter its meaning or bring MaltaCode, its representatives, agents, clients, contributors, the subject of the material, or any other person or entity into disrepute.
    1.3. MaltaCode incorporates electronic "watermarking" into published material. MaltaCode reserves the right to pursue any infringement in the Courts of the Republic of Malta or of the country where MaltaCode suffers damage, or you are likely to derive benefit at the discretion of MaltaCode.

2. **Trademarks and Trade names**
    2.1. All goodwill associated with the software or names, including code, logos, style, format and graphical images, shall be sole to the benefit of MaltaCode. You shall not assert any claim or ownership to any trade names or marks or the goodwill or reputation thereof. All other trademarks, brand names, products and company names, all cited on this software, are the trademarks and property of their respective owners.
    2.2. If you are unsure of the legality of your re-use of software and websites owned or managed by MaltaCode, you should contact MaltaCode at maltacode@gmail.com.

3. **Software Development & Website Design**
    3.1. Whilst with every endeavour, we strive to ensure that the Website and any scripts or programs are free of errors, MaltaCode cannot accept responsibility for any losses incurred due to malfunction, contents or the Website being compromised.
    3.2. The Website, graphics and any programming code remain the property of MaltaCode until all outstanding accounts are paid in full.
    3.3. Any programming code remains the property of MaltaCode unless another copyright holder is credited for the appropriate locations.
    3.4. Any scripts, CGI applications, PHP scripts, FileMaker applications or software (unless specifically agreed) written by MaltaCode remain the copyright of MaltaCode and may only be commercially reproduced or resold with the permission of MaltaCode.
    3.5. MaltaCode cannot be held responsible for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any plagiarised material unless adequate proof is given of permission to use such material.
    3.6. Any additions to the brief will be carried out at the discretion of MaltaCode, and where. Where MaltaCode makes no charge for such additions, MaltaCode accepts no responsibility to ensure such additions are error-free and reserve the right to charge a fee as suitable for any correction to these or further additions.
    3.7. The client agrees to make available as soon as possible, with a limit of 3 months maximal, to MaltaCode all materials required to complete the site or custom software to the agreed standard and within the set deadline.
    3.8. MaltaCode will not be liable for costs incurred, compensation or loss of earnings and data due to the failure to meet agreed deadlines.
    3.9. MaltaCode will not be liable or become involved in any disputes between the site and 3rd party software owners and their clients and cannot be held responsible for any wrongdoing on the part of the site and 3rd party software owner.
    3.10. MaltaCode will not be liable for any costs incurred, compensation or loss of earnings and data due to work carried out on behalf of the client or any of the client's appointed agents.

3.11. MaltaCode will not be liable for any costs incurred, compensation or loss of earnings and data due to the unavailability of the site, its servers, software or any material provided by its agents.

3.12. A deposit of 50% is required for any project before any development and design work is carried out. Suppose the client needs to deliver the required material within the timeframe stated in 3.7. MaltaCode will not pay back the deposit.

3.13. Once a website and software have been designed and completed, the final payment balance is due by our payment terms. There are no exceptions to this, i.e. If the client decides they no longer want the site or the software, as they have commissioned the work and paid a deposit, they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary.

4. Database, Application and E-Commerce Development

4.1. MaltaCode cannot take responsibility for any losses incurred using any software created for the client. Whilst the utmost care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

4.2. Any scripts, CGI applications or software (unless specifically agreed) written by MaltaCode remain the copyright of MaltaCode and may only be commercially reproduced or resold with the permission of MaltaCode.

4.3. Where applications or sites are developed on servers not recommended by MaltaCode, the client is expected to provide or seek any information, additional software, support or cooperation about the server required for the application to be correctly developed. Where large applications are to be developed, the client must provide a suitable testing environment identical to the final production environment.

4.4. The client is expected to fully and thoroughly test any application or programming relating to a site or application developed by MaltaCode before being made generally available for use where "bugs", errors or other issues are found after the site is live, Malta endeavours (but is not obliged to) to correct these issues to meet the standards of function outlined in the briefing.

5. Website Hosting

5.1. Host hosting services by buying a managed dedicated server from FlexWebHosting and Contabo. They have great customer and technical support and service guarantee for an annual average of 99% network availability for their infrastructure. MaltaCode gives support for supports your websites hosted on our hosting servers with the backup of FlexWebHosting and Contabo.

5.2. MaltaCode recommends that companies provide internet, hosting services, VPN connections and software; no guarantees can be made regarding the availability or interruption of this service by MaltaCode. Furthermore, MaltaCode cannot accept liability for losses caused by the unavailability, malfunction interruption of this service or for loss of turnover, sales, revenue, or profits or indirect, consequential or special loss.

6. Hosting Payment Policy & Billing Procedures

6.1. All accounts are set up on a prepaid basis. We accept payments via Cash, Revolut, PayPal, and Bank Transfers. Setup fees are charged for all new accounts that are paid annually, and significant account changes are non-refundable. All pricing is guaranteed for the term of prepayment. MaltaCode reserves the right to change prices at any time. Payment is due each year or period following the account's establishment date. If 15 days have passed and payment has yet to be posted, the account will be suspended until further notice or full payment is received by MaltaCode. The customer is responsible for all money owed on the account from when it was established to when the customer notifies MaltaCode to request termination of services.

7. Payment of Accounts

7.1. A deposit of 50% is required from any new client before any work is initiated. MaltaCode's policy is that any outstanding accounts for work carried out by MaltaCode or its affiliates must be paid in full by 15 days from the date of the invoice unless a prior arrangement is made with MaltaCode.

7.2. Once a deposit is paid and work is completed, you must pay the balance in full. We will contact clients via email and telephone to remind them of such payments if they are still waiting to be received when due.

7.3. If accounts are not settled, or MaltaCode has not been contacted regarding the delay, access to the related Website and software may be denied and web pages removed; we will then pass such cases to the courts of the Republic of Malta to pursue payment, non-payment can result in court judgements being affecting the client's credit rating.

7.4. Following consistent non-payment of an invoice, our debt collection agency will contact the client in question to take the matter further and, if need be, seek payment through legal means and, if necessary, court summons.

7.5. The billing period has a minimum of 15 minutes unless otherwise agreed in writing (by email or letter) type of work MaltaCode is asked to do by the client.

8. Passing of Rights

8.1. Once all amounts due to us from you are paid and cleared, you are assigned the rights to use, as applicable, the products and services, including the Website and software, which includes include the text, scripts, layouts, graphics, animation, audio components and digital components contained within the finished Website and software, by these terms and conditions, the Project Agreement and any applicable agreement, representations or licence but no rights of ownership are conveyed unless expressly stated in the Project Contract.

8.2. If you have not paid the invoice in full within 14 days from the invoice date, you agree that you will forfeit your rights you agree that you will lose your rights. Such rights as described above will only pass once all amounts due to us from you are paid. This means we will have a lien over any service, products, data or information.

8.3. The rights to photographs, graphics and any third-party items, such as source code, always remain the property of their respective owners.

8.4. Unless you have our specific written agreement in the Project Contract, all products, including Content Management Systems, interfaces, navigational devices, menus, menu structures or arrangements, icons, help, all operational instructions, scripts, CGI applications, software, programming/source code, and all other components of any source or object computer code that comprises the Website, all literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content and design elements used or developed and all software, and our products and results of our services remain our property. We retain full ownership rights and all intellectual property rights. You fully understand that we may reproduce, re-use, develop and use in any other way we choose, anything within our ownership. You expressly agree not to do anything that may infringe upon or undermine our rights, title, or interest in the Website or our products and services. This includes, but is not limited to, any sale, transfer or gift of the whole or any part of any item, data or anything we own.

9. Complaints Procedure

9.1. Informal procedure

9.1.1. Anyone who experiences a problem with the software and service provided by MaltaCode should raise the matter directly using our online contact form or email, giving sufficient information to locate the material (such as a URL or in-application location) and clearly outlining the grounds for complaint.

9.1.2. MaltaCode will approach the individual responsible for the material in question to resolve the matter to the complainant's satisfaction.

9.2. Formal complaints procedure

9.2.1. The formal complaints procedure should only be used where the complainant feels that the nature of the complaint needs to be more serious about being dealt with informally or where a satisfactory conclusion has yet to be reached after following the informal procedure.

9.2.2. A formal complaint should be made in writing to MaltaCode, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

9.2.3. An initial response to any complaint can be expected within seven days of receipt; a full and considered response to the complaint be completed within 30 days, and any subsequent remedy should be implemented with minimal delay.