

## Terms and Conditions – Global Web Solutions (GWS)

Last updated: August 15, 2025

## 1. Purpose

These terms and conditions define how Global Web Solutions (GWS) provides website design, custom development, graphic design, hosting, maintenance, and search engine optimization (SEO) services to its clients (hereinafter the "Client"). Any order implies full and unconditional acceptance of these terms.

#### 2. Quote and Commitment

- 2.1 Quotes issued by GWS are valid for 30 days from the date of issue.
- 2.2 Acceptance of a quote constitutes a firm order and commitment to comply with both the terms shown on the quote and the present terms and conditions.

## 3. Payment

- 3.1 Terms: 50% upon signing the quote and 50% upon final delivery or website launch, unless otherwise stated.
- 3.2 Late Payments: Any overdue amount will accrue interest at 2% per month (24% annually). GWS reserves the right to suspend work until payment is made in full.
- 3.3 Projects exceeding 6 months (due to Client-related delays): GWS may issue progress invoices based on actual advancement.
- 3.4 Additional expenses (e.g., fonts, stock photos, videos, plugins, printing) are billed separately, unless otherwise stated.
- 3.5 Projects extending beyond 12 months due to the Client may be subject to a price adjustment to reflect rising costs.

#### 4. Cancellation

- 4.1 Deposits are non-refundable.
- 4.2 If a project is canceled after work has started, the Client must pay for work already completed (calculated hourly or based on percentage of completion).
- 4.3 GWS may terminate a project with 5 business days' written notice in case of non-payment or inappropriate Client behavior.



## 5. Changes and Revisions

- 5.1 Any change requested after validation of a project stage is considered an author's correction and will be billed at the hourly rate.
- 5.2 Unless otherwise stated, the quote includes three (3) rounds of revisions per project. Any additional change will be billed.
- 5.3 Any change requested after the website goes live or after final delivery will require a new quote or hourly billing.

#### 6. Timeline and Deliverables

- 6.1 Timelines are indicative and may be adjusted based on the Client's response time or late provision of required elements (text, images, access, etc.).
- 6.2 If the project is delayed by more than 45 days without Client feedback, GWS may suspend the work and bill for completed portions.
- 6.3 A project inactive for more than 6 months may be deemed abandoned with no refund; any restart will require a new estimate.

### 7. Intellectual Properties

- 7.1 GWS retains ownership of any concept, mock-up or proposal not selected.
- 7.2 Usage rights to final deliverables are transferred to the Client once full payment has been received.
- 7.3 Unless expressly refused by the Client, GWS may display completed work in its portfolio and marketing communications.

## 8. Responsibilities

- 8.1 The Client guarantees that they own the rights to all content provided (texts, images, logos, etc.).
- 8.2 GWS declines all liability for errors or illegality in any elements supplied by the Client.
- 8.3 Any misuse of delivered creations is the sole responsibility of the Client.

# 9. Confidentiality

Both parties agree to keep confidential any technical, commercial, or strategic information obtained during the project.

#### 10. Force majeure

GWS cannot be held liable in cases of force majeure (natural disasters, outages, labor disputes, attacks, etc.).



# 11. Governing Law and Disputes

These terms are governed by the laws of Quebec (Canada). Any dispute shall be subject to the exclusive jurisdiction of the courts of Quebec, after a good-faith attempt at amicable resolution.

