



Nuqleo Resources (SA0045040-P)

HQ: A0321, Mawar Jaya, Kota Perdana, 43300, Seri Kembangan, Selangor.

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JB: 07-01, Jalan Padi Mahsuri 12, Bandar Baru Uda, 81200 Johor Bahru.

T/F +607 5577 030

M +6 (013) 707 4466 **E** sales@nuqleo.my **W** www.nuqleo.my

Service Terms and Conditions

By using our services, you will agree and abide the following Service Terms and Conditions:-

1. Definition

1. **Client** includes the person purchasing the Services or any agent or representative thereof.
2. Registrant includes the person applying for a domain name or any party acting on their behalf.
3. Registry means the relevant domain names Registry.
4. Services mean domain name registration, website hosting, email and any other service or facility provided by **Nuqleo Resources** to the **Client**.
5. Server means the computer server equipment operated by **Nuqleo Resources** or 3rd party companies in connection with the provision of the Services.
6. Website means the area on the Server allocated by **Nuqleo Resources** to the **Client** for use by the **Client** as a site on the Internet
7. **Nuqleo Resources** includes **Nuqleo Resources** or any party acting on **Nuqleo Resources'** explicit instructions.

2. Domain Name Registration

1. **Nuqleo Resources** does not represent or warranty the availability or registrability of any domain name to the **Client**. The **Client** agrees that it will have no rights or cause of action against **Nuqleo Resources** if a domain name cannot be registered.
2. **Nuqleo Resources** will notify the **Client** when the registration of a domain name is complete.
3. Any act or omission by the **Client** in respect of an actual and/or attempted registration of a domain name prior to notification by **Nuqleo Resources** occurs at the sole risk of the **Client**.
4. Any administration charge paid by the **Client** to **Nuqleo Resources** shall be non-refundable, notwithstanding refusal by the Registry to register the desired name.
5. The registration and use of any domain name by **Client** is, at all times, subject to the terms and conditions of usage applied by the Registry and **Nuqleo Resources'** General Terms and Conditions. It is the sole obligation of the **Client** to ensure compliance with all such terms and conditions.
6. **Nuqleo Resources** will not, at any time, assume any liability whatsoever in respect of the use by the **Client** of any domain name. Any disputes arising must be resolved between the parties involved.
7. In the event of a dispute, **Nuqleo Resources** will not be obliged to become involved, or take part, in a dispute but may, in its sole and absolute discretion:
 - o withhold or suspend a domain name; and or
 - o make any representations it deems fit to the Registry.

3. Website Design & Development

1. The costs and expenses cited in the website proposal are **Nuqleo Resources'** best estimates given the information provided. The costs include 2 meetings at the **Client's** premise, consultation, design, programming, production time and a one-time amendment and/or addition. If additional information is forthcoming, project specifications change, or the scheduling changes, the cost and expense estimates will change accordingly.
2. The effect of major changes, additional services, and delays cannot be determined until a final design direction has been established. If requirements arise for additional work or



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- scheduling changes not reflected in this estimate, **Nuqleo Resources** shall provide an updated estimate when the final website direction has been approved.
3. Cost and expense estimates are appropriate for 30 days from the date of the first invoice. The final cost will be charged in a written invoice to the **Client** after completion of the website.
 4. Whilst every endeavor will be made to ensure that the website and any scripts or programmes are free of errors, **Nuqleo Resources** will not be responsible for any losses incurred due to malfunction, the website or any part of it.
 5. Any scripts, CGI applications, PHP scripts, or software (unless specifically agreed) written by **Nuqleo Resources** remain the copyright of **Nuqleo Resources** and may only be commercially reproduced or resold with the permission of **Nuqleo Resources**.
 6. **Nuqleo Resources** will not be responsible for any copyright infringements caused by materials submitted by the **Client**. **Nuqleo Resources** reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.
 7. **Nuqleo Resources** will not be liable or become involved in any disputes between the **Client** and their clients and cannot be held responsible for any wrongdoing on the part of the **Client**. Eg: Any disputes regarding content or images that have been provided to **Nuqleo Resources** for inclusion on the site.
 8. A deposit of 50% is required with any standard project and 30% for database driven projects before any design work will be carried out. The deposit is non-refundable.
 9. If the website is not completed before the agreed deadline due to the error and negligence in the part of **Nuqleo Resources**, the **Client** has the right to terminate this service and a refund of the deposit will be paid in full.
 10. When the website is completed, it will be considered as the first draft website. **Nuqleo Resources** shall then inform the **Client** the completion of the first draft website. The **Client** shall then test, check, assess and analyze the first draft website and inform any amendments, corrections and/or additions needed to **Nuqleo Resources** in writing or in a means that is accepted by **Nuqleo Resources**.
 11. Any amendments, corrections and/or additions to the first draft website will be free of charge and will be informed of its completion to the **Client** as the final website.
 12. **Nuqleo Resources** reserve the right to charge an according amount for any amendment, correction and/or addition to the final website, except proven that **Nuqleo Resources** did not carry out the initial proposal or follow the amendment requested by the **Client** during the first draft website correction period.
 13. Any additions to briefs provided will be carried out at the discretion of **Nuqleo Resources** and where no charge is made by **Nuqleo Resources** for such additions, **Nuqleo Resources** accept no responsibility to ensure such additions are error free.
 14. Once a website has been designed and completed, the final balance of payment is then due in accordance with **Nuqleo Resources'** payment terms, whereby a final invoice will be issued to the **Client**.
 15. The **Client** shall pay balance payment of 50% within 3 working days after notification of completion of final website, in which exceeding this time frame will costs a mark up of 10% to 50% of balance cost depending on the discretion of **Nuqleo Resources**.
 16. Once full payment is received for a website, it is assumed that the project has been completed to the **Client's** satisfaction and no refunds will be offered.
 17. Non payment will result in legal action being taken if necessary.

4. Software Development

1. The costs and expenses cited in quotation are **Nuqleo Resources'** best estimates given the information provided. All quotations are estimates that are valid within a period of 30 days from the date of issuance. Any quotations that are not accepted within this timeframe must be reissued.



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2. Estimates are provided by **Nuqleo Resources** to offer the **Client** a guide on the projected costing of a project prior to any discovery or research of the particular software development. All estimates will be clearly marked as such and are not an indication of the exact final cost to develop the application.
3. All estimates will be finalized in the form of a formal invoice in which will contain the final cost of the application.
4. A 30% deposit will be charged. All works will commence only after payment of deposit has been cleared.
5. Unless specified all quotations provided by **Nuqleo Resources**, will not cover and include any source code license.
6. All source codes and associated intellectual properties relating to the particular source code, developed by **Nuqleo Resources** solely remains the property of **Nuqleo Resources**, except where specific code licenses have been issued for the **Client**, in which have been indicated in writing.
7. **Nuqleo Resources** reserves the right to implement licensing features within the quoted application, except where the code license has been issued by **Nuqleo Resources**.
8. Any alterations, reverse engineering, or manipulation of any kind on the code, compiled or otherwise, created by **Nuqleo Resources** for the quoted application may be a breach of trademark and copyright laws. If a breach is confirmed, penalties will apply under the relevant acts.
9. Any costs incurred by **Nuqleo Resources** for third party code license required to complete the application are the responsibility of the **Client** and will be solely borne by the **Client**. Any such third party code license will be attached to the existing **Nuqleo Resources** code license for the quoted application.

5. Service Availability

1. The **Client** agrees that **Nuqleo Resources** may, without reason, suspend the Services at any time and for any reason, generally without notice. If a suspension continues for more than 48 hours, **Nuqleo Resources** will use its best endeavors to notify the **Client**.
2. The **Client** will not sell, transfer, license, assign or otherwise create any legal or equitable rights or interests in any third party whatsoever, in relation to **Nuqleo Resources'** account of the **Client**.
3. Any breach of clause 3.2 by the **Client** will constitute a material breach and repudiation of this agreement by the **Client**. Upon such breach, **Nuqleo Resources** shall have the right to cancel the account, terminate the Services and/or this agreement immediately without further notice to the **Client**. Upon such an event, all monies owed by the **Client** to **Nuqleo Resources** shall immediately become due and owing.

6. Content Ownership

1. The **Client** assumes sole responsibility for obtaining any and all necessary licenses, consents, authorizations and approvals to enable it to lawfully use any and all intellectual property rights through the Services, including without limitation, clearance and/or consents in respect of any proposed domain name or other intellectual property rights being used by the **Client**.
2. All information and data stored on any server by the **Client** or its agent is the property of the **Client**. **Nuqleo Resources** claims no ownership and assumes no responsibility whatsoever over, in or in respect of, any **Client** information or data.
3. **Nuqleo Resources** will use its best endeavors to ensure that the **Client's** information remains confidential in accordance with **Nuqleo Resources'** Privacy Policy.
4. The **Client** agrees that **Nuqleo Resources** may access **Client** information and data at any time and for any reason.



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7. Indemnity

1. The **Client** agrees to indemnify and hold harmless, **Nucleo Resources** and its employees, contractors, agents and directors in full against any and all liabilities, claims, losses, damages, penalties, actions, judgments, suits, costs or expenses of any kind arising under this agreement, including from the use of the **Client** of any intellectual property rights of any third party and the registration or use of domain names by the **Client**.

8. Termination

1. **Nucleo Resources** may suspend or terminate access to the Services without notice to the **Client** if the **Client** account becomes overdue. **Nucleo Resources** will not be responsible for any loss or damage to the **Client** or any other party as a result of such suspension or termination.
2. **Nucleo Resources** may request the **Client** to rectify any breach of this agreement. If the **Client** fails to rectify any such breach within 10 days from the issuing of such a request by **Nucleo Resources**, **Nucleo Resources** is entitled to treat the **Client** as having committed a material breach and repudiated their obligations under this agreement and to terminate the agreement without further notice. Upon such a termination of this agreement, all monies owing by the **Client** to **Nucleo Resources** will immediately become due and payable.
3. In the event of a suspension and/or a termination of the Services by **Nucleo Resources**, the **Client** agrees that **Nucleo Resources** shall be entitled to
 - o block the **Client** website; and
 - o remove all data and or information located on it.
4. **Nucleo Resources** shall retain the sole discretion as to whether any data and/or information removed is:
 - o immediately deleted from existence in its entirety; or
 - o held for such period to enable the **Client**, as its expense and subject to payment of all monies owing to **Nucleo Resources**, to collect the data and or information.
5. In the event of a termination or suspension, **Nucleo Resources** may post such notice in respect of the non-availability of the **Client** website as it deems fit.

9. Limitation of Liability

1. The **Client** will not, under any circumstances, seek to hold **Nucleo Resources** responsible or liable for any loss or damage whatsoever either under this agreement or in relation to the provision of the Services, including but not limited to:
 - o loss of profits arising out of, or in connection with, this agreement;
 - o use, misuse, suspension and or loss of any **Client** domain registrations;
 - o interruption to the business and operations of the **Client**;
 - o access delays or interruptions to any website accessed by registered domain name of the **Client**;
 - o non-delivery, miss-delivery, corruption, destruction, or modification of data and or information;
 - o events beyond the control of **Nucleo Resources**; and or
 - o processing of an application for domain name registration;
2. **Nucleo Resources** shall not, under any circumstances, be liable or responsible for any acts, omissions or errors, whether negligent or otherwise by a Registry administrator or any other third party arising out of or related to, any domain name application, including the receipt of, or failure to receive, a domain name registration by the **Client** or any third party.



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3. In the event, **Nuqleo Resources** is held liable for any loss or damage whatsoever and howsoever arising under this agreement, the parties agree that, as a precise pre-estimate of damage cannot be properly ascertained, for the purpose of determining liquidated damages, the maximum aggregate liability of **Nuqleo Resources** to the **Client** shall not exceed the total amount paid by the **Client** to **Nuqleo Resources** for:
 - domain name registration; and
 - hosting services applying to any relevant domain name registered to the **Client**

10. Notices

1. The **Client** acknowledges that all rules and regulations which apply to domain name registration must be strictly construed and applied. The **Client** accepts sole responsibility for ensuring compliance with all relevant laws, rules and regulations in this respect.
2. The **Client** agrees that it is solely liable for ensuring that all **Client** details on registered domain records remain current. **Nuqleo Resources** will not be held liable for any loss or damage arising from interruption to Services that occur as a result of **Client** non-compliance with the matters referred to in clause 8.1, including obsolete contact details.
3. The **Client** shall remain solely responsible for renewing a domain name. The **Client** will not hold **Nuqleo Resources** liable for any downtime, loss or damage suffered as a result of non-renewal or expiry of a domain name by the **Client**.
4. **Nuqleo Resources** will not reimburse or otherwise compensate the **Client** for payments made by the **Client** to third parties for domain name renewals.
5. **Nuqleo Resources** hosting support times are between 9:00am and 5:00pm Monday to Friday, Malaysia Time.
6. **Nuqleo Resources** standard support includes ensuring that the Server is online whenever reasonably possible and that domains hosted by **Nuqleo Resources** are visible on the Internet.
7. If **Nuqleo Resources** has been informed of illegal content stored under the **Client's** domain name/user web, it will immediately request the **Client** remove the data forthwith. If compliance with this notice is not achieved within 24 hours, **Nuqleo Resources** will be entitled to immediately terminate this agreement in accordance with clause 6.

11. Cancellations

1. The **Client** may cancel an order for Services without reason within 5 working days from the date of the order by written notice to **Nuqleo Resources**.
2. Upon receipt of such notice **Nuqleo Resources** shall refund all monies paid by the **Client** in full within 30 days of the notice.
3. All domain name registration and pre-registrations and domain name renewals supplied by **Nuqleo Resources** to the **Client** within 5 working days of the date of the order shall not be subject to the 5-working-days cancellation period.
4. Upon receipt of a cancellation notice or otherwise upon the expiry or termination of this agreement, **Nuqleo Resources** will be entitled to delete and not retain any records, data, programs or other content of the **Client**.

12. Payment

1. All payments shall be made to **Nuqleo Resources** via cheque (under the name **Nuqleo Resources**) or bank transfer to CIMB account number 12520003792052.
2. **Nuqleo Resources** shall not be responsible to the bank service or transfer costs charged.
3. **The Client** shall inform **Nuqleo Resources** and submit evidence of payment upon completion of payment.