

# Terms and Conditions

By submitting your details, you (the “Customer”) accept and agree to be bound by these Terms and Conditions, as they apply to your application for the “1K Prototype” (the “Offer”).

## The Offer

The offer consists in the development of a basic Digital Prototype of the presented idea, with the cost and details presented in the sections below. This is subject to Fabrit Global’s team availability and it is not bound to a specific Fabrit Global employee.

The Prototype development will consist of 1 month of services offered by Fabrit Global, done by the following Fabrit Global employees or collaborators:

- 1 x Business Analyst or Software architect
- 1 x UX/UI Engineer
- 1 x Software Engineer

## To Redeem

Please complete the online submission form by **30th October 2020, 23:59 UTC**, in order to start the process to redeem the Offer. The completion of the form does not guarantee the redemption of the offer, while Fabrit Global will reserve the right to select the ideas which are considered to make an impact onto the affected industries (eg. airlines, leisure facilities, hotels, auto or others) or fields that can make an impact onto the standard of living (eg. health-care).

## Selection process

Please complete the online submission form to start the selection process. Fabrit Global will reserve the right to select the ideas with an impact onto affected areas, while a Business Analyst will get in touch for a 1-to-1 conversation about the presented idea. Fabrit Global and its employees / collaborators are not to be considered liable for any inconveniences caused if an idea is not selected to receive the Offer.

## Duration of the Offer

The standard duration of the Offer is **1 month**. On agreement of both parties, if the Prototype requires, the duration of the development can be extended to **2 months**. The development extension is subject to Fabrit Global’s availability.



## Charges

The cost for the Offer is **£1,000.00 for one month** (£2,000.00 if the Offer is extended to two months). This represents a portion of the salaries and taxes Fabrit Global needs to pay for its employees and collaborators involved in the services to develop the Customer's Prototype.

To develop the Prototype during the Offer duration, Fabrit Global will cover the costs with the following items: software used (Visual Studio, Adobe Suite, others), hardware (laptops and peripherals), cloud systems (Microsoft Azure) and running office costs (rent, office space, energy and others).

Fabrit Global will not be responsible for any other costs the Customer has to pay to further develop his business and idea.

## Customer obligations

The Customer must provide to the Developer, or procure for Fabrit Global:

- (a) co-operation, support and advice, and
- (b) information and documentation,

as these are reasonably necessary to enable Fabrit Global to perform the development of the Prototype.

## Payments

Fabrit Global will issue the invoice for the full Charges to the Customer after the completion of the agreed Offer duration and Prototype acceptance. The Customer shall pay the Charges to Fabrit Global within the period of **5 days** following the issue of the invoice.

## Confidentiality and Intellectual Property

Fabrit Global, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for their personal and Fabrit Global's benefit, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Customer that does not appear in the public domain. Fabrit Global and its employees, agents, and representatives will protect such information and treat it as strictly confidential.

Fabrit Global acknowledges that the Customer's know-how discussed during the provision of the Offer, is expressly included within this confidentiality clause and shall not be shared, in any way, with any competitor of the Customer.

Fabrit Global shall not without the prior written consent of the Customer disclose to any third party the Software or Documentation which for the purposes of this provision shall be deemed to be confidential information of the Customer.

Nothing in these Terms and Conditions transfers to the other party, any IPR owned by the parties existing prior to the commencement of the Offer.



## Prototype Ownership

On completion of the Offer and Charges payment, the Customer will have the full rights and ownership to use the Prototype, with no extra cost and fees towards Fabrit Global. The Customer will be responsible for any further costs with the Prototype, unless otherwise specified into a separate agreement between Fabrit Global and the Customer.

## Marketing and Publicity

Except as otherwise specified into a separate Agreement, Fabrit Global can advertise the Customer's acceptance of the Offer, or can use the Customer's corporate name, trade name, fictitious business name, trademarks, service marks, and/or symbols for marketing or publicity purposes with regards to the accepted Offer. In any case, Fabrit Global will not disclose any of the Customer's confidential information.

## Further development

Following the Prototype development and acceptance by the Customer, Fabrit Global will not be responsible for the marketing or the selling of the resulting digital product, which will be the Customer's responsibility. Fabrit Global will be the Customer's preferred technical partner and software development provider to further develop the idea beyond the Prototype, to the MVP stage and to the final full digital product. The terms of the further development would need to be agreed separately by both parties into a new agreement.

## Termination

Fabrit Global may terminate or suspend access to the current Offer, without prior notice or liability, for any reason whatsoever, including the breach of these Terms and Conditions.

*Last updated: 08.10.2020*



**Fabrit global**

Helping companies drive innovation through custom software