

# Terms & Conditions

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## A. General Terms and Conditions

Angelhs.com is owned and operated by Angel Hot Soft LLC. By visiting or registering with the angelhs.com website you agree to be bound by the terms and conditions. If you do not agree to all of the terms and conditions, please do not access this website. Angel Hot Soft LLC reserves the right to change, modify or amend the terms and conditions without notice.

We are a global organization that specializes in optimized design, marketing optimization and ROI, and superior technology solutions. With a diverse team and extensive array of skills available, AHS is able to provide services for both large and small organizations. And with a focus on a long term partnership with our customers, we are motivated to provide superior support and service at every step of the way.

With any size product or introduction of new technology, the basis of success is always measured by the providers' ability to manage the tasks at hand. AHS manages all projects with proven methodology mixed with personal attention. Each request is assigned to our team of professional programmers, designers and IT specialists whom are fully managed by our team project managers

Beyond the initial scope of any of our projects comes our continuing support and ongoing managed services. Turn-key services allow us to not only develop specific solutions for our clients but allow our clients to expand at any rate with the confidence that we have the support capabilities to compensate. Our managed solutions are both cost effective and efficient for our clients by eliminating the need for additional internal IT employees or other third-party providers.

## B. Billing

Angel Hot Soft LLC bills customers monthly and on job basis. We provide detailed billing as well as customized billing that is designed to meet your specific needs.

## C. No hidden costs

By providing our customer with a quote, we inform of the total cost of the service before beginning to work on it. Requesting a quote for your services needs also protects you from having extra charges hidden from you. We offer to work with quotes since this is a clear method for our customers.



## D. STEP BY STEP approach:

### 1. Quote preparation

We prepare a free and no-obligation personalized quote for the services that you requested. The quote is immediately sent to you using any of the communication methods, offered by you.

### 2. Quote Approval

Once you approve our quote, we will establish the delivery date and time according to your needs and we start working on your project immediately.

### 3. Sample Work / Trial Period = only for products that we sell AS IT IS or OUT OF THE BOX

- We can process a small sampling or offer a trial period at no charge.
- For the moment only apply to **hosting services**.

### 4. Payment processing

#### Project value below US\$ 5,000:

- 50% Deposit/Payment on award of contract
- 50% On project completion before delivery to your server

#### Project value above US\$ 5,000:

- 25% deposit/payment on initiation of project
- 25% payment on approval of design and flows
- 20% payment on approval of working functionality
- 20% payment on Alpha Delivery of working functionality
- 10% before delivery and launch of the site on the customer server

Subscribers are required to pay for the monthly subscription fee in advance with at least 5 days. Failure to confirm payment is considered breach of contract and the Contractor (AHS) is not obliged to provide service.

#### The Company can accept payment in the following ways:

1. [www.paypal.com](http://www.paypal.com) using your Debit Card / Credit Card
2. BANK WIRE
3. Check sent to our representative address

### Failure to Pay:

- If the company providing services (Contractor ~ Angel Hot Soft LLC) isn't being paid as agreed and/or promised by the contract/company representative (for customer/beneficiary~SLP), she's not necessarily obligated to continue to work.
- In this situation, the contractor (Angel Hot Soft LLC) typically sends a written notice outlining the amount owed and stating that she will stop working if payment isn't made.
- Ownership of the code in FULL is granted to the contractor (Angel Hot Soft LLC) for ANY failed payment term. (first or last, small or big)

## 5. Delivery

We will offer rapid deployment of your customized services as detailed in the Work Plan.

## 6. Legal aspects – Papers – Contracts - Invoices

We shall sign a standard NDA or contracts on request and deliver invoices also on request.

## 7. Business day – working hours

- We work from Monday to Friday from 9:00 AM until 5:00 PM – PST
- We don't work in legal federal holidays as they are declared in US LAW.

### 2013:

Date	Holiday
Tuesday, January 1	New Year's Day
Monday, January 21	Birthday of Martin Luther King, Jr.
Monday, February 18 *	Washington's Birthday
Monday, May 27	Memorial Day
Thursday, July 4	Independence Day
Monday, September 2	Labor Day
Monday, October 14	Columbus Day
Monday, November 11	Veterans Day
Thursday, November 28	Thanksgiving Day

We have also exceptions that will be confirmed in written for each customer and/or project aside. Also beside the regular list our office can be closed but we will notify all customers in advance of 7 days prior from the non-working day. The project and/or contract can be postponed or delayed if **Angel Hot Soft LLC** shall cease to function as a going concern by suspending or discontinuing its business for any reason except for periodic shutdowns in the ordinary course of business and interruptions caused by strike, labor dispute or any other events over which it has no control.

**PLEASE READ AND ACKNOWLEDGE the importance of these rules and dates! We can't communicate them each time to customers but we will gladly answer any question that might arise from the Terms above!**

## 8. Statement of good intentions

**Angel Hot Soft LLC** has the technology, capability and expertise to develop, create, design, manufacture, produce and provide certain visually interactive software technology websites and software products and will fairly use the open source scripts and software packages while providing to the best of our expertise full range support for our customers.

## 9. Licenses

If you require license for the distribution, production, promotion, marketing and sale rights from products and projects developed by us, make sure to contact us in advance!

## 10. Project / Contract Termination

**Angel Hot Soft LLC** may terminate this Agreement, in addition to any other remedies available to it, if the customer has failed to perform or meet any material obligation, condition or term contained herein or in the initial project agreement and failed to remedy the default within reasonable time of days no later than the agreed term and/or after the receipt of written notice from **Angel Hot Soft LLC** to that effect, or if the customer has failed to make any payment when payable and due under the agreements set forth within the agreed days after the receipt of written notice from **Angel Hot Soft LLC** to that effect.

Notwithstanding the foregoing, this Agreement/Contract shall be automatically terminated if the customer becomes bankrupt, involuntary, voluntary or adjudicated, or the customer shall cease to function as a going concern by suspending or discontinuing its business for any reason except for periodic shutdowns in the ordinary course of business and interruptions caused by strike, labor dispute or any other events over which it has no control.

**Angel Hot Soft LLC** failure to resort to any remedy for breach hereunder shall not be deemed to be a waiver for any subsequent breach of this Agreement and reasonable remedies shall be obtained by the customer such as free project development but not limited to it.

## 11. Any Project **RISKS AND CHALLENGES**

We are very confident that we can deliver what we have proposed! Still, we want to make it clear that we can't guarantee that we will be able to deliver. The one thing we can guarantee is that we will put our heart and soul into this project and that we will be honest and transparent about our progress throughout the project/contract.

At this stage these are the identified risks and challenges that arise in any project:

**Money** : Budget constraints

**Technical** : 3<sup>rd</sup> Party API changes & TOC changes

**Time** : Everyone has ideas, not everyone can execute them

**Team changes** : on both sides, team's changes in time, the chemistry between the two sides in time will change as well

**Scalability** : Building a platform from scratch without knowing how it's going to grow can be challenging. We're going to do our best to ensure the **Project** is designed to scale, but that doesn't guarantee we won't have some bumps along the way. We've got a great team of people though, and all we can do is work through issues as they present themselves and learn from them.

**Over-budget development costs** : It's not unheard of that when developing software you sometimes go over budget. Well, ok, truthfully that actually happens a lot. We've tried our best to make sure we'll have extra funds left over for emergencies without going overboard.

**Server costs** : While we've done considerable research into the cost of hosting services, until we actually begin to host thousands of users, we won't have a clear idea of how much server power your project actually needs.

**Browser Compliance** : Our Quality Assurance team will ensure cross-browser compatibility, including IE, Firefox, and Safari browsers at their latest version. This is important not only for interoperability with today's browser but also for forward compatibility with the tools of the next generation. Your web site is a beautiful thing, and you should demand nothing less.

## 12. General Copyright Notice

You acknowledge that all content included on this website, including, without limitation, the information, data, software, photographs, graphs, typefaces, graphics, images, illustrations, maps, designs, icons, written and other material and compilations are intellectual property and copyrighted works of angelhs.com and/or various third-party providers ("Providers"). Reproductions or storage of Content retrieved from this website, in all forms, media and technologies now existing or hereafter developed, is subject to the U.S. Copyright Act of 1976, Title 17 of the United States Code.

### Corporate Identification and Trademarks

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### User Conduct

You are solely responsible for the content and context of any materials you post or submit through the website. You warrant and agree that while using the website, you shall not upload, post, transmit, distribute or otherwise publish through the website any materials which: (a) are unlawful, threatening, harassing or profane; (b) restrict or inhibit any other user from using or enjoying the website; (c) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability; or (d) contain a virus or other harmful component, advertising of any kind, or false or misleading indications or origin or statements of fact. You agree to abide by these terms of service and not to use these products and services or related messages for any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

You further acknowledge and agree that Angelhs.com may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of service;(c) respond to claims that the Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Angelhs.com, its users and the public.

### Use Restriction

You may only use this website to make legitimate requests to purchase the products or services offered, and shall not use this website to make any speculative, false or fraudulent Requests. You are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this website.

You agree to promptly update your membership information (if applicable) in order to keep it current, complete and accurate.

It is a violation of law to place a Request in a false name or with an invalid credit card. Please be aware that even if you do not give us your real name, your Web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users may be prosecuted to the fullest extent of the law.

Permission is granted to electronically copy and print in hard-copy portions of this website for the sole purpose of using this website as a shopping resource. Any other use of materials or Content on this website, including reproduction for a purpose other than that noted above without Angelhs.com's prior written consent is prohibited.

### **Third Parties**

If you use this website to submit Requests for or on behalf of a third party ("Third Party"), you are responsible for any error in the accuracy of information provided in connection with such use as well as for any Request submitted, including related fees, charges and performance obligations. In addition, you must inform the Third Party of all Terms and Conditions applicable to all products or services acquired through this website, including all rules and restrictions applicable thereto.

### **Entire Agreement**

These Terms and Conditions, together with the *Privacy Policy*, constitute the entire agreement (collectively, the "Agreement") between you and each Covered Party relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this website.

### **Governing Law**

The internal laws of the State of California shall govern the performance of these Terms and Conditions, without regard to such state's conflicts of laws principles. You consent to the exclusive jurisdiction and venue of the courts located in Florida for all disputes arising out of, or relating to, the Terms and Conditions and use of this website.

### 13. Disclaimer of Warranties

You expressly understand and agree that:

**Your use of The Service and The Product are at your sole risk. The Service/The Product is provided on an "As Is" and "As Available" basis - once tested and accepted by you.**

**Angel Hot Soft LLC expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.**

**Angel Hot Soft LLC makes no warranty that on your own ideas and project requests:**

1. The Service/Product will meet your requirements of profit or other things except the design, software design and development as stated in our agreements,
2. The Service/Product will be uninterrupted, timely, secure, or error-free, once you take it over onto your servers and other programmers and designers , internal or external have opportunities to interact with it
3. The results that may be obtained from the use of The Service/Product will be accurate or reliable,

**Angel Hot Soft LLC makes 100% warranty only that on your own ideas and project requests:**

4. The quality of any products, services, information, or other material obtained by you through The Service/Product/Project will meet your expectations, and
5. Any errors in the software will be corrected.

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