

Developer Terms and Conditions

Terms and Conditions at a glance

1. This agreement does not constitute an offer of employment to you.
2. You cannot resell or reuse code you submitted anywhere else
3. The code you submit must be yours. Ctrl V is not liable for any arising legal disputes.
4. Your code must be free of bugs. If you find one (especially security loop holes), let us know.
5. You cannot submit code that requests the buyer to make additional payments to you, or code that locks the user out after a period of time, or use quota. You can be sued!
6. The same code (or its derivatives) cannot be submitted under both exclusive and generic purchase offers.
7. You will not hide in your code, logos, contact information or anything that lets the buyer communicate with you, unless through Ctrl V.
8. There as a 90-10 % split where you get 90% and we get 10% to cover our various costs. If you don't receive your money 24 hours after a sale, send us an email so we can rectify the problem.
9. You pay your own taxes.

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Definitions:

Developer: Developer, within the context of this agreement, refers to the person; group of persons; or entity, whether registered as a business or otherwise, that owns and developed software products, or has legal right to ownership of any software Product and has intent to sell said Product on Ctrl V.

Business Owner: Business owner refers to any person, group of persons; or entity, whether registered or otherwise, who accesses the Ctrl V website, without the intent to sell any software Product, irrespective of whether an offer of purchase is made by said Business Owner

Product: Within the confines of this agreement, Product (or software Product) is any intangible intellectual property which comprises of statements, illustrations, routines, subroutines and pseudocode which may collectively be executable on a computer or offer instructions on how to build executable elements for a computer

Exclusive Purchase: An exclusive purchase is an offer on Ctrl V for a Business Owner to purchase a Product displayed on Ctrl V media, after the completion of which ownership of the said Product is transferred to the Business Owner and resale of the Product by Ctrl V or the developer forbidden, unless expressly renegotiated by either party.

Generic Purchase: A Generic Purchase is an offer on Ctrl V for a Business Owner to purchase a Product displayed on Ctrl V media, after which the Product is transferred to the Business Owner. However, the purchase does not constitute

Miscellaneous

1. Relationship of parties:

The relationship between Ctrl V and the Developer is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties.

2. Notices:

All notices, requests, consents, claims, demands, waivers and other communications under the agreement have binding legal effect only if in writing and addressed to a party as set forth in the Agreement or to such other address or such other person that such party may designate from time to time in accordance with this Section.

Notices sent in accordance with this Section will be deemed effectively given:

- (a) When received, if delivered by hand, with signed confirmation of receipt;
- (b) When received, if sent by a nationally recognized overnight courier, signature required
- (c) When sent, if by facsimile or email, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours;
- (d) On the 3rd day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

3. Headings:

The headings in the Agreement are for reference only and do not affect the interpretation of the Agreement

4. Amendment and modification; waiver:

Ctrl V reserves the right to amend the terms within this Agreement at its sole discretion, with notices placed on its website and email notices sent to the Developer. The Developer is bound by any updates in the Agreement if the Developer continues use of Ctrl V's services 2 days after the modification of the agreement.

5. Severability. If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

6. Governing Law; Submission to Jurisdiction.

The Agreement is governed by and construed in accordance with the internal laws of the Republic of Ghana without giving effect to any choice or conflict of law provision

Restrictions

1. The Developer assures Ctrl V that:
 - a. The developer will not resell, lease, recreate and distribute the submitted Product or its derivatives outside of Ctrl V services.
 - b. The Developer has the intellectual rights and authority to submit the Products to Ctrl V. Should any disputes arise from the submission and distribution of the Products, the Developer agrees to indemnify but inform Ctrl V of such disputes to enable Ctrl V stop distribution until the resolution of the dispute.
 - c. The submitted Product is not under any license that requires the sale of such Product along with its source code.
 - d. The submitted Product is functional, without any bugs that will impair the use of the Product.
 - e. The submitted Product does not contain any 'paid feature' that requires the Business Owner to make additional purchases, subscriptions or transactions in order to access those features.
 - f. The developer will not, after the sale of a Product, request royalties, commission or any further payment in any form or manner from the Store Owner or Ctrl V, unless otherwise expressly stated in a subsequent agreement between all parties.
 - g. The submitted Product does not contain any identifier, text, image, logo or inscription that can be used to allow communication between the Business Owner and the Developer.
 - h. The Developer will not submit a Product both under the "Exclusive Purchase" and the Generic Purchase or submit a Product twice under the "Exclusive Purchase" option on Ctrl V
 - i. In instances where security lapses are identified after the submission of the Product, the Developer will communicate such lapses to Ctrl V for Business Owners who have purchased the Product to be notified. If such lapses are as a result of the Developer's negligence, a patch will be submitted by the developer to address such issues. In cases where these lapses are not due to Developer actions, Ctrl V may request the Developer to issue a patch that will be sold to Business Owners who have purchased the Developer's Product. The Commission for the sale of the patch will be in accordance with the Ctrl V commission structure.

Pricing

The Price at which at which a Product will be sold is to be negotiated on a case by case basis between Ctrl V or its representatives and the Developer.

Fees and payment terms

- a. The Developer agrees to a 90-10 commission structure where the Developer receives 90% of the selling price while Ctrl V receives 10%. This is so cover Ctrl V's costs including but not limited to advertisement of the submitted Product and administration costs during the sale of the Product
- b. The Developer should receive payment within 24 hours after the sale of a product. Payment will be sent to the provider that the Developer indicates during the registration process. Ctrl V will not be liable if the Developer provides wrong information.
- c. If the Developer notices discrepancies with payment, either in amount or nonreceipt of payment within 24 hours, the Developer should lodge a complaint to Ctrl V.
- d. The Developer agrees that Ctrl V is not responsible for the payment of taxes or similar deductions the Developer is required to pay by laws applicable to the Developer.