

Website Development Services Agreement with Prinymity

This website development services agreement is intended as a legally binding Agreement between [Sender. Name] (Developer) <u>Jarrit Hosking</u> and [Client. Name] ______, collectively known as the "Parties".

Client has agreed to allow the above developer to create, develop, test, and host a website according to this documents scope of work.

Developer is interested in undertaking such work; and Client and developer mutually desire to set and agree to the following terms and conditions as listed.

Scope of Work

The specific deliverables and project requirements shall be governed by the material supplied by the client which shall be reviewed and approved by the Parties as the material that will be used in this website development services agreement. All written information must be supplied by the client along with images they wish to use for their gallery or other parts of the site. The Developer May add some input and if happy, the client may keep it or ask to remove it before launching the website.

Developer Requirements

Client hereby retains the services of Developer to design, develop and host a website and Necessary additional items as listed in accordance with the proposal submitted by Developer to Client and signed on [Proposal. Date].

Changes to this Agreement or to any deliverables in this contract must be submitted in writing and approved by both parties prior to taking place.

Developer agrees to notify company if any risks or schedule delays may take place effecting delivery dates and presentation of the final website.

Developer agrees to personally present said website on [Presentation. Date] at a location suitable to both Parties for final approval and acceptance by Client.

Client shall provide Developer with appropriate space and resources for such presentation to take place.

Developer shall upload the website for review to www.reviewyoursite.co.za for final approval.

Web Hosting

For web hosting the client will be required to choose a hosting company of their choice. The recommended hosting company AXXESS, which the client will have to register with, so that the developer may launch the website to their domain after full payment. Any assistance required on this process of registering a domain will be given on request.

Design

Developer agrees to attain design approval from the Client prior to beginning development by submitting detailed design mockups for Client review.

Client's website will not include any of the following unless previously agreed upon between both parties:

- 1. Any destructive, crude, insulting, harassing, violent, sexual ,or any other inappropriate content
- 2. Any and invisible fields or pages.
- 3. All materials to be supplied by client must be provided with compatible file types and sizes. Until final approval, no portions of above site will be made available to end users without the correct password and username combination.

Upon completion and approval of its final Web Site, or upon termination of this Agreement, whichever occurs earlier, the Developer shall deliver any and all materials developed in the course of its performance under this Agreement and any other items deemed necessary for the operation of [Website. Name]_______.

Documentation shall be delivered in either printed or electronic format as agreed upon by both parties. If code is delivered in electronic format, any and all files shall be provided in compatible file formats.

If this Agreement is terminated prematurely, Developer will destroy any and all copies, files, and documents related to this website development services agreement.

Pricing

50% deposit will be required before starting the website, which is non-refundable This website development services agreement shall be invoiced on a time-and-materials basis. The Developer shall deliver an invoice every for the amount due. Once paid in full – (non-refundable), it is agreed that the client is happy with the website and any changes requested by the client will be charged at between R250 or R450 depending on the amount of work/time required. Larger changes can be negotiated between Developer and Client.

Termination

Client may terminate this website development services agreement at any time by providing written notice via email or certified mail to the Developer.

Developer may cancel this agreement in the same manner if necessary.

In the event that this website development services agreement is cancelled by either party, the Developer shall issue a final invoice for any unbilled time or materials. The Client agrees to pay the final invoice according to the terms of this website development services agreement.

Conflict Resolution

This website development services agreement shall be governed by the prevailing laws of Western Cape, South Africa. Should any conflicts arise related to this agreement, the Parties agree to seek a suitable resolution.

Acceptance

By signing below, the Parties hereby enter into a binding website development service agreement with one another.

<u>Prinymity</u> [Sender.Company]		[Client.Company]
Signed By:		
[Sender.FirstName] [Sender.LastName]	[Signature]	<u> </u>
Date:		
Signed By:		
[Client.FirstName] [Client.LastName]	[Signature]	
Date:		