**The Run Digital - WEBSITE PROJECT NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This contract is intended to cover both parties involved to ensure a professional, timely, successful, and all-around good experience for this project from start to finish. It is broken down into 3 simple phases.

This contract is made effective 12/7/2023. **BETWEEN:** The Run Digital & G-MOBILE

**RECITALS**

1. The parties are in the process of evaluating a relationship whereby the Client will purchase a service of The Run Digital for the creation of an Internet eCommerce website.
2. The Client agrees that The Run Digital understood the project scope and details as stated in the SRS attached along with this contract.
3. The Client possesses certain information and materials that it considers highly confidential and proprietary and constitutes the Client's trade secrets.
4. The parties acknowledge and agree that assessment of the potential business relationship between the parties may require disclosure of certain confidential and proprietary information to The Run Digital.
5. The client will release such information as the Client deems necessary to The Run Digital to be used solely for the purpose of evaluating the relationship between the parties.
6. Client wishes to assure that the confidential and proprietary information is protected from disclosure and only used by The Run Digital for the purpose of evaluating the business relationship between the parties.
7. Client wishes to assure that upon completion of the review of the business relationship or termination of discussions between the parties, the confidential and proprietary information is returned to the Client.
8. The parties agree that the estimated project completion date is the 12/7/2023 unless any unavoidable circumstances take place (see below).

**PHASE I - GETTING STARTED**

**1.1 Deliverables**

- Website on WooCommerce or Shopify

- x10 Top-selling product upload

- x1 Basic copywriting

- x1 Domain for website

- x1 Revision of content by the client

- A digital strategy session/marketing plan

The Run Digital strives to provide professional, personal service throughout the development process and will work diligently to complete the project by the proposed deadline/launch date if specified.

**1.2 Payment**

The client agrees that they will make a deposit of $2400 to The Run Digital for the starting of Web Development/Optimization & Marketing Plan work, which the client will, later on, collect from the PCAN program afterward.

If, however, the client isn’t being accepted for the PCAN program funding reimbursement, The Run Digital won’t be held responsible for that and no refund request can be made by the client.

**1.3 Limited Liability**

The Client alone shall be responsible for: (a) the accuracy and adequacy of information and data furnished for processing; (b) any use made by the Client of the output of the software or any reliance thereon; and (c) obtaining the required licenses and respect copyright for any and all third party assets including but not limited to fonts, media, and software. The Client shall also be responsible for the continued operation and maintenance of the computer equipment and third-party software used with the site and shall comply with all operational, environmental, and maintenance recommendations and requirements of the applicable licensors, vendors, and manufacturers.

**1.4 Confidentiality**

The Run Digital hereby covenants and agrees that it shall have the affirmative obligation to hold the confidential information in the strictest of confidence and to protect the confidential information from disclosure to any third party. The Run Digital shall take all steps necessary to protect the confidential information for the business purpose defined above and shall not use the information, or any part of it, for its own purposes or the purposes of any other party. The Run Digital shall only permit disclosure to individuals within its organization that have a bona fide need to know such information in connection with the business purpose.

**1.5 Return of Confidential Information**

Upon request from the Client or upon the termination of negotiations and evaluations between the parties, The Run Digital shall return all confidential information to the client. The Run Digital shall not be permitted to make, retain, or distribute copies of any confidential information. It shall not create any other documents, memorandum, correspondence, outline, or presentation, in any form whatsoever, that includes any of the confidential information.

However, for legal purposes, The Run Digital reserves the right to store client information and trade records.

**1.4 Hosting**

We will provide hosting for our new clients for 1 year. After which, the client either needs to pay us a fee to keep the website hosted on our VPS or they’ll have to transfer and manage it on their own.

However, if a hosting plan is already in place, The Run Digital will need the hosting login and or cPanel access associated with your site and a hosting account. Unless stated otherwise, all email and domain support issues should be directed to the Client’s hosting service.   
  
If, however, the client pays us the maintenance fee, we’ll have the website hosted in our own VPS.

**1.5 Review, Expiration, or Cancellation**

This contract is valid for 3 months from the date it was signed, upon which point it expires. Upon expiration, both parties may review and amend the agreement and decide whether or not to renew. Either party may terminate this contract with a full 14-day written notice. All payments will be due and all work will be submitted upon the termination of the contract.

**1.6 Payment Gateway**

The Run Digital will use WooPayments (for WordPress websites) & Shop Pay (for Shopify websites) as default payment gateways. The client will be asked to setup an account (will be assisted by our project manager) for buying and selling of goods and services online.

The client, however, reserves the right to propose us to use other payment gateway(s), if they’re comfortable with them. However, an hourly charge will be made for integrating payment gateways that aren’t otherwise mentioned above.

**PHASE II - DESIGN & DEVELOPMENT**

**2.1 Point of Contact & Training**

The Run Digital will require one point of contact during the contract to clarify requirements for design, key features, usability, and maintenance issues. The Run Digital requires this person to be available to answer questions arising from the project within 24 hrs on workdays (subject to reasonable exceptions) and to have the authority to make design and related decisions on the system.

**2.2 Project Management**

The Run Digital uses its' own portal for project management/Monday.com and file sharing throughout the duration of the project while also limiting email threads and potential loss of content and communication. Though, we may use WhatsApp or TRD Chat for chatting and using emails for important updates. Messages from TRD Chat or WhatsApp can be replied to from a standard email account. Once your project is underway, an email will be sent with directions for setting up your accounts.

**2.3 File Sharing**

It is requested to the client that he/she prepare a dedicated Google Drive folder to share required files (i.e. product images, creatives, logo, etc) with The Run Digital.

TRD Chat or WhatsApp can also be used for sharing a minimal amount of images and files, but a custom Google Drive folder is required to be set up for sharing depending on the number and size of images, files, etc.

**2.4 Project Turn Around**

Once all logins, images, and information are received, projects are generally completed within a 4-6 weeks period. Length may vary depending on project size and functionality. The desired completion date and design time are agreed upon at the start of the project.

**2.5 Response Time**

The Run Digital will make every effort to reply to inquiries within 24 hours, Monday through Friday, except where the Client has been previously notified of a period of limited availability or national holidays.

You (the Client) also agree to provide feedback when asked for a review and additional needed content/information for project progress in a timely manner, either within 24 hours, Monday through Friday, or a date specified by The Run Digital unless we're notified of a period of limited availability.

**2.6 Avoiding Delays & Project Drag-On**

The main reason many web design projects and designer/Client relationships go south is due to noncooperation with design, content, creatives, product information, or feedback. You (the Client) agree to provide all content and information needed in order for The Run Digital to start the project in a timely manner which may be specified or requested by The Run Digital, often using the Onboarding form and/or providing a Google Drive with a checklist. We retain the right to delay starting on the project until all needed content and information are provided by you, and the deadline/launch date may be void as well if all content we need is not provided in the requested time during the development process.

**2.7 If, after 3 weeks of the initial project start date,** the Client has not responded with the necessary feedback or additional content needed to complete a project (even if paid in full), The Run Digital reserves the right to increase the total project cost with a revised quote that must be agreed upon by both parties in order to finish the project.

**2.8 Design & Development Revisions**

The client (you) will get to review the work and provide revisions one (01) time during the project: after the development phase, as mentioned in **Phase III - 3.2**

Once we show you the final work after the development phase, you'll get a chance to request revisions only if you find any bugs, faults, content update requests, etc. The Run Digital will make changes only if the requested work is in the project scope as mentioned in the SRS. Also, you must provide revisions within 72h of submission, if unless we’re notified of any limited availability by you.

**PHASE III - COMPLETION**

**3.1 Going Live**

The Run Digital strives to keep downtime to a minimum when launching a website and or moving from another host. Please allow for up to 24-48 hours of propagation time for a new site going live depending on where the hosting server is located. If, at that time, the old site still appears, try refreshing your browser.

**3.2 Post-project Revision**

The client (you) will get a free 14 days of support after the site is live/project delivery. During this time, you may request content changes (text-based only) and ask us to fix bugs (if you happen to find any). The Run Digital will provide full support during this time without adding extra charges to the invoice price. The Run Digital will get back to you every 72h, in accordance with the reviews/revisions requested.   
  
Just so you can request content changes during this time, The Run Digital should provide you with a project link from MarkUp (a collaboration tool), using which you can request text-based content changes.

**3.3 Backups**

The Run Digital maintains internal backups of active project code and design files. Once the website is complete, a full backup of the site files and database will be stored locally, as well as all graphic design and code files. The Run Digital does not keep monthly backups stored unless agreed upon with the website security/maintenance plan. (see below)

**3.4 Website Security**

Although The Run Digital makes every effort to provide the most secure website, due to the nature of rapidly advancing technology, The Run Digital can in no way guarantee that the site will not be subject to security breaches. The Run Digital recommends the use of strong passwords and the observance of standard security practices.

The Run Digital offers a monthly website security/maintenance/consultancy plan for a price of $196.

There is no obligation to purchase this plan. Upon completion of the website, this plan (if purchased) is put in place to keep your website secured, protected, maintained, backed up, and reported. Should your site be compromised while on our monthly plan, we will restore your most recent backup and change login credentials for safety and security purposes.

**3.5 Licenses to software(s)**

It is obligated that any internet website/software uses legal licenses of external tools/software(s) that are required to create, manage, and run the website.   
  
If a client doesn’t subscribe to our monthly maintenance package, The Run Digital will not activate any licenses to tools/software and The Run Digital shall not be held responsible for use/installation of software without proper licensing.   
  
It is upto the client that they ensure tools/software are being subscribed to and their website is bug-free as not having proper licensing open room for vulnerabilities and puts any website at risk.

**3.6 Website Maintenance & Updates**

If you choose not to elect The Run Digital to manage your website with the plan above, it is highly recommended that you or a member of your staff update Shopify/WooCommerce, themes, and apps monthly. This is the best way to deter potential website hacks and breaches through outdated apps. It is recommended not to let a plugin sit outdated for more than 4 weeks. In this case, The Run Digital can provide user access to the website either agreed upon in the proposal or separately at a $50/hr rate.

**3.7 Warranty**

The Run Digital will provide patches and bug fixes for any issues included in the scope of this contract reported within the grace period of no more than 14 days following the date of project completion as defined by the date the Client signs off on the deliverables. All maintenance and updates outside of the project scope or after the grace period can be attended to at our hourly rate.

Hourly projects are NOT subject to warranty. Design and the placement, editing, and arrangement of editorial content are NOT subject to warranty. Should further support be necessary, a support contract may be negotiated.

**3.8 Credit**

The Run Digital retains the right to use the Clients within its roster of clients. A link to the Client's website might be placed on The Run Digital’s website as part of its business portfolio. A case study may even be written, if deemed by The Run Digital, upon approval of the client.

The Run Digital also reserves the right to put it’s signature at the footer of the clients’ website if they develop the website.

**3.9 Testimonials**

If a testimonial is given via an online platform or by email, The Run Digital retains the right to use that testimonial and headshot on its website and publish to newsletters, social media, etc.

By signing this contract, both parties agree to protect themselves by the terms stated above and should oblige them hereby.

**The Run Digital**

Sent by:

Date: