



Services Agreement

The terms of our client services agreement is provided below. This contract constitutes the standard legal agreement between WEBPINNER and the client regarding our design services. WEBPINNER reserves the right to make modifications to this contract as needed for additional considerations not expressly covered. If you have any questions about this agreement please contact us. We encourage you to read and familiarize yourself with our policies.

Authorization - The client is engaging WEBPINNER as an independent contractor for the specific project of developing and/or improving a website to be installed on the client's web hosting space. The client hereby authorizes WEBPINNER to access this account, and authorizes the web hosting service to provide WEBPINNER with FTP access and write permission for the client's web page directory, and any other directories or programs which need to be accessed for this project. The client also authorizes WEBPINNER to publicize their completed website to search engines, as well as other Web directories and indexes.

Price Estimate - The estimated price of a website design project is based upon the project pricing discussed between WEBPINNER and the Client. This estimation is provided upon the numbers of site pages needed, the complexity of coding, the amount of graphical design work necessary, copy writing and editing, purchased resources, and other design considerations. The price estimate may change dependent on additional pages or change requests after an estimate has been provided. If a price increases after an estimate/quote has been provided the client will receive notification and a request of approval before development continues.

Deposit and Payments - Once an initial "proof of concept" design is in place we will ask you to assess it. This initial design will consist of a fully functioning home page with all common page elements in place. Upon your approval of this design we will request a 20% non-refundable deposit of the quoted amount for the design work to continue. During the development process we will provide you access to view your website's progress and provide feedback. Quarterly installment payments of the development estimate will be requested on projects depending on the projects.

Completion Date - WEBPINNER and the client must work together to complete the website in a timely manner. The client agrees to work expeditiously to complete the website, and supply WEBPINNER complete text, graphics, and other content to be featured on the web pages within three (3) months of the date this contract was signed or acceptance of its terms by e-mail has been provided; failure to provide the website content in this period may result in the design project cancellation and the forfeiture of the deposit and any payments made.



Legal Stuff - WEBPINNER does not warrant that the functions contained in these web-pages or the Internet website and/or the operation of the web-pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web-pages and website is with client upon site acceptance and payment. In no event will WEBPINNER be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web-pages or website. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Copyrights and Trademarks - The client represents to WEBPINNER and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to WEBPINNER for inclusion in web-pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend WEBPINNER and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

Copyright to Web Pages - Copyright to the finished assembled work of web-pages produced by WEBPINNER is owned by the client upon full payment with the express understanding that this ownership is the assignment of rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. WEBPINNER retains the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

Payment of Fees - In order for WEBPINNER to remain in business, payments must be made promptly. Delinquent bills will be assessed and a 1.5% per month charge if payment is not received within 30 days of the due date and the website will be removed from the server. Full payment is required upon website completion. In the case where a website has been uploaded to a client's server, or changes made to an existing website that have been uploaded, the usage rights for the developed website or changes are expressly not transferred to the client until full payment has been received.

In case the client has not secured Web space on a web hosting service by the time the web-pages are completed, the web-pages may be delivered to the client by e-mail as a zipped file or on a CD/DVD. Advertising the pages to Web search engines and updating occur only after the final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by both



the client and WEBPINNER, or the contract terms have been approved by both parties by e-mail. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Kampala, Uganda, and any dispute will be litigated or arbitrated in Kampala, Uganda.

Sole Agreement - The agreement contained in this Client Contract constitutes the sole agreement between WEBPINNER and the client regarding this website. Any additional work not specified in the development estimate for this contract must be authorized by a written change order. All prices specified in this contract will be honored for three (3) months after both parties sign this contract. Continued services after that time will require a new agreement.

Payment and Refund Policy -

The total amount of this contract is US\$: _____

If the client halts work the website will be provided "as is" upon payment for the work that has already been completed; any and all photos/text provided will be returned at request of the client minus the cost of return shipment of the fore said items. The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.