



Web Design Terms and Conditions

Last Revised: 02/01/2014

By placing an order with Zap5 Networks, you confirm that you are in agreement with and bound by the terms and conditions below.

Purchase of Website Creation and Development Services - This Agreement for a Website Project is between the customer whose name appears on the face of this Agreement (the "Customer") and ZAP5 NETWORKS, 829 Hubbard Road, Kelowna, BC, Canada, V1W1N5.

Zap5 Networks will carry out work only where an agreement is provided either by email, telephone, mail or fax. Zap5 Networks will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Zap5 Networks and the client, this includes telephone and email agreements.

Project Work Flow and Delivery Policy

Once we agree on a basic time frame and budget and the initial payment is received, Zap5 Networks will schedule the project and the design team work and get you the initial design concept(s).

- Customer will be provided with a neat and professionally designed website
- Customer to review first design draft with list of changes clearly written in a document, email response or meeting.
- Customer to review and accept design changes once completed with a new list of any changes.
- Once the designs are decided on we will code the respective pages into valid XHTML cross browser compatible website.
- We extensively test the website in all major web browsers and make sure it works fine.

Scope of Work

For the initial phase of development (the online presence), Zap5 Networks will work with the client to create the website design concept and content.

Zap5 Networks will maintain a content management solution to allow your company to easily update the website on daily basis. All necessary extensions for the content management system will be purchased and maintained by Zap5 Networks.

Design and consulting services will be provided on hourly basis in amount. Services not listed in quote or invoice should be considered as additional and out of scope of this proposal.

Technical Specifications & Decisions

The website will be composed of multiple pages organized with a persistent navigation system to allow the user to easily browse the contents of the site and learn about your company. For administration purposes, your site will feature a Content Management System (CMS), which will be a set of secure web pages where authorized company employees (you) can go to add/update/delete pages and page content. The CMS will be chosen and configured by our technical team.

All technical decisions regarding design and programming techniques, programming language, programming technologies, programming strategy, programming logic, programming flow, graphical design, font selection, database setup, database structure, database relationships, visual appearance (textbox, buttons, placements, etc) or any other technical decision designed to meet the Customer's needs is the exclusive prerogative of Zap5 Networks and Zap5 Networks staff and not that of the Customer.

Web Hosting

IF APPLICABLE; Hosting will be handled by the technical team in coordination with the development of the website. Domain registration may also be included.

The Website Project identified on the face hereof will be Hosted by Zap5 Networks. Hosting elsewhere will result in Zap5 Networks inability to accept responsibility for hardware, software, installation, functionality, performance and reliability of the

Website. Hosting elsewhere automatically adds a \$250 file transfer fee. This fee is not a penalty but a fee to cover the cost of converting your content management system files and database into a movable storage format such as a CD, DVD, or file folder ready for transport to a 3rd party compatible server.

Hosting elsewhere voids all warranty and automatically relieves Zap5 Networks from any liability including lost files, lost data, time lost, or any other expense incurred by the Customer relating to the transfer and/or hosting on a 3rd party server.

Website Maintenance

IF APPLICABLE; Website Maintenance is NOT included with our web design plans by default. If subscribed to our website maintenance plan Zap5 Networks will be responsible for all changes and updates to the website following the initial design. This normally includes site design, layout and functionality updates, content changes, graphic updates, security patches/updates, broken link monitoring, browser compatibility checks and more.

Client agrees that if they are not subscribed to a website maintenance plan that they are responsible for ALL CHANGES and upkeep once the website has been completed and final payment processed. Changes can be requested by email or phone and are charged on a per incident basis if not subscribed to a maintenance plan.

Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the Zap5 Networks policy that any outstanding accounts for work carried out by Zap5 Networks or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Zap5 Networks.

1. Client shall pay Zap5 Networks an initiation payment equal to 50% of the project total cost.
2. Once a deposit is paid and work completed you are obliged to pay the balance of payment in full.
3. Project is to be completed within 2 months from initiation payment date.

4. Payment terms are net thirty (30) days from the date of invoice initiation. Any amounts not paid within the thirty (30) days shall be charged an interest fee of 1-1/2% for each month (or portion thereof) any such payment is late.
5. The initiation payment is non-refundable.

If accounts are not settled or Zap5 Networks have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (CCJ's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

Refund Policy

1. All payments to Zap5 Networks are non-refundable. All overcharges or billing disputes must be reported within 21 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in Zap5 Networks's sole discretion is a valid charge under the provisions of the TOS and /or AUP, you agree to pay an "Administrative Fee" of not less than \$250 and not more than \$500.
2. Domain name registrations are non-refundable.

Copyright and Ownership Rights

The website is and will remain the intellectual property of Zap5 Networks until it is paid IN FULL by the Customer. After FULL payment of this project, the Intellectual property is automatically transferred to the Customer. Any attempt to leach, copy, or take code from Zap5 Networks prior to FULL payment will be considered theft contrary to sections 322-380 of the CRIMINAL CODE OF CANADA.

The "Fine Print"

1. These terms are specifically for our design services. You also agree that you have read and consent to abide by our Acceptable Usage Policy and Terms of Service.

2. Zap5 Networks will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner.
3. Zap5 Networks will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.
4. Zap5 Networks will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.
5. You must provide us with, and keep current and complete, contact information including e-mail, postal mail, and telephone contacts.
6. **File Transfer Fee** - The Customer may exercise the option of acquiring a copy of the website and all its contents on his or her personal media for \$250. This fee is necessary due to the fact that the website is built with a Content Management System with complex programming and databases which requires a programming investment every time a transfer is required.
7. **Governing law, jurisdiction and venue** - This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the Province of British Columbia, Canada and any action or proceeding arising out of or related to this Agreement shall be brought only in the courts of such jurisdiction. The parties hereby consent to such jurisdiction and venue.
8. **Indemnity** - Zap5 Networks is not liable for damages caused by security loopholes such as usernames and passwords, malicious software, hacking, denial of service attacks, or any other malicious attacks. Zap5 Networks is not liable for third party theft of intellectual property or sensitive information such as credit card information or any resulting damages. Any work required to repair damages, or security loopholes is not the responsibility of Zap5 Networks. Zap5 Networks is not liable for damages resulting from spelling mistakes, poor grammar, sentence structure, paragraph structure, legibility, literary logic, or any other issue arising from the way content is written or displayed. Zap5 Networks is not liable for damages caused by offensive images, poor quality images, lack of images, excessive images, or any other issue arising from image-related problems.
9. **Survival Clause** - This document in its entirety shall survive the termination of this agreement.