

Mission First Digital Terms & Conditions



Web Design Contract

Parties

Buyer (hereinafter referred to as "You" or "Credit Card Holder" or "Client"). Seller, Mission First Digital a Virginia Company (hereinafter referred to as "Our", "Us" or "We").

Electronic Consent

In lieu of this electronic "Terms & Conditions", you have a right to request a paper copy of these "Terms & Conditions" before work begins. If you want a paper copy, please contact us in writing at team@missionfirstdigital.com and we will send you a paper copy via email.

Terms and Conditions

1) STANDARD TERMS AND CONDITIONS: These are the standard terms and conditions for Website Design and Development and apply to all contracts and all work undertaken by Mission First Digital for its clients.

2) OUR FEES AND DEPOSITS: A 50% deposit of the total fee payable under our proposal is due immediately upon you instructing us to proceed with the website design and development work. We reserve the right not to commence any work until the deposit has been paid in full. All prices listed are in U.S Dollars. The remaining 50% shall become due when the work is completed to your reasonable satisfaction but subject to the terms of the "approval of work" and "rejected work" clauses or 30 calendar days whichever is earlier.

3) REFUND POLICY: We work sincerely & dedicatedly to satisfy you. If you are still not pleased with our work, our refund policy works as below:

100% deposit would be refund, if requested within 15 calendar days from date of order.

- Refund not applicable on domain registration fees.
- Refund not applicable for express service clients.
- Refund not applicable for any delays out of our control.

- Refund not applicable once website is completed.
- Refund not applicable on web hosting fees.

4) SUPPLY OF MATERIALS: You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we reserve the sole right to extend any previously agreed deadlines by a reasonable amount. Where you fail to supply materials, and that prevents the progress of the work, we have the right to stop work and invoice you for any balance on the contract.

5) VARIATIONS: We are pleased to offer you the opportunity to make revisions to the design. However, we have the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification. Our website development phase is flexible and allows certain variations to the original specification. However any major deviation from the specification will be charged at the rate of \$75 per hour.

6) PROJECT DELAYS AND CLIENT LIABILITY: Any time frames or estimates that we give are contingent upon your full co-operation along with complete and final content for the work pages. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process. We will not be responsible if the web design project remains largely unfinished or is delayed, due to your own inaction, or by not approving design mockups / requesting web design changes on time. After the initial 30 calendar days, if the project is still unfinished, \$75/hour would be billed for any further change request.

7) APPROVAL OF WORK: On completion of the work you will be notified and have the opportunity to review it. You must notify us in writing (via email is acceptable) of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 7-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed and the 50% balance of the project price will become due.

8) REJECTED WORK: If you reject any of our work within the 7-day review period and not approve subsequent work performed by us to remedy any points recorded as being unsatisfactory, and we, acting reasonably, consider that you have been unreasonable in any rejection of the work, we can elect to treat this contract as complete and take measures to recover payment for the contracted work.

9) PAYMENT: Upon completion of the 7-day review period and before the launch of website on your domain name, we will invoice you for the 50% balance of the project. We will never

automatically charge your card without your approval. We reserve the right to remove any Web Design Project from viewing on the Internet until final payment is made. You unconditionally and personally guarantee the payments. In case collection proves necessary, you agree to pay all fees (including all attorney's fees and court costs) incurred by that process.

10) COPYRIGHTS & TRADEMARKS: You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trade marks, or any other material that you supply to us to include in your website or web applications. You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website.

11) LICENSING: Once you have paid us in full for our work we grant to you a license to use the website and contents for the life of the website.

12) SEARCH ENGINES: All website designed by us are search engine friendly. However we do not guarantee any specific position in search engine results for your website. We perform search engine optimisation according to current best practice at an additional cost.

13) CONSEQUENTIAL LOSS: We shall not be liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of our contract, however that delay arises.

14) DISCLAIMER: Notwithstanding anything to the contrary contained in this contract, neither Mission First Digital nor any of its employees or agents, warrant that the functions contained in the web design project will be uninterrupted or error-free. In no event will Mission First Digital or its owners or employees will be liable to you or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the hosting service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate the website, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's computer or Internet software, even if Mission First Digital has been advised of the possibility of such damages.

15) ASSIGNMENT: We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.

16) NON-DISCLOSURE: We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

17) ADDITIONAL EXPENSES: You agree to reimburse us for any requested expenses which do not form part of our contracted proposal including but not limited to additional pages, purchase of third party software, stock photographs, fonts, domain name registration, web hosting, SEO or advertising services or any other comparable expenses. These extra add-ons have to be paid immediately upon your request.

18) BACKUPS: You are responsible for maintaining your own backups with respect to your website and we will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by us.

19) OWNERSHIP OF DOMAIN NAMES AND WEB HOSTING: We will supply to you account credentials for domain name registration and/or web hosting that we purchased on your behalf when you reimburse us for any expenses that we have incurred.

20) RIGHT OF REFUSAL: Mission First Digital reserves the right to refuse or terminate service to anyone for any reason not prohibited by law. Also we have the right to be free from acts or threats of disruptive behavior, abusive and/or offensive language, including intimidation, harassment and/or coercion, which involve or affect our operation. Abusive communications in any form (email, phone, in person, etc.) are strictly not tolerated. No refund would be provided in case of abusive communications.

21) GOVERNING LAW: Regardless of the place of signing of this agreement, you agree that for purposes of venue, this agreement was entered into in the Commonwealth of Virginia, United States. Any dispute will be litigated or arbitrated in the Commonwealth of Virginia, and you hereby consent to the personal jurisdiction of the Bristol, Virginia Courts.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and agreed by both parties.

I agree to the Terms and Conditions above

Full Name

Date

Signature

Robin Moneyhun