



CENTRIFUGE GROUP

Website Design Development Agreement *Terms and Conditions*

PARTIES DEFINED

CLIENT: **Your Organization**

Address
City, State Zip Code

WEB DEVELOPER: **Centrifuge Information Technology Ltd.**

WHEREAS, Developer is an independent contractor hired to construct a one to five page website (www.something.com) consisting of at least the following page(s): Home Page; About us; Our team; Contact us;

WHEREAS, Client seeks to utilize Developer services to develop a website for their business purposes;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, Developer can make no guarantee that any given reader shall be able to access Developer designed page(s) at any given time.

Developer represents

That it shall make every good faith effort to ensure that the designed sites are for as large an Internet viewing audience as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows;

1. **Payments:** A payment of Twenty Thousand Naira (20,000.00) only shall be remitted upon signing this Agreement. Client agrees to pay the project cost in full prior to development of the site.

The Account Information to pay into;

Bank Name: First Bank of Nigeria
Account Number: 2032050262
Account Name: Centrifuge Information Technology Limited

2. Client would pay a fee per month (not compulsory) for subsequent support by centrifuge (support refers to picture uploads, website content updates and related matters).
3. The support fee is Five Thousand Naira (5,000.00) only monthly (this is only applicable to the month you have updates not necessarily every month). Where client wants to manage their website personally, client would pay the sum of Seventy Thousand Naira (N 70, 000) only for complete handover.
4. **Content:** Client agrees to provide content for the site's pages, if the images or text is to be added to the website.



Required Contents

5. Banners (if available)
6. Logo and favicon (ping format)
7. Staff and their profile
8. Company profile
 - About us
 - core values
 - testimonials (if available)
 - partners
 - contact info
 - social media links
 - email addresses... etc
9. **Completion Date:** Developer and the Client must work together to complete the project in a timely fashion. Developer agrees to work expeditiously to complete the project no later than 13 July, 2017. In the event that the Client fails to provide content, graphics or any other material needed to complete this project by the date listed, the developer will not be held responsible for delays in completion.
 - I. Development lasts for 1 month including back and forth review between centrifuge and client starting from the day of payment.
 - II. All changes and updates and any work after the sign off within the month is considered as support and is billable
 - III. 3in1 is managed and hosted by Centrifuge, however for self-managed clients, they can choose other hosting and development packages.
10. **Copyrights and Trademarks:** The Client represents (informs) to Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Developer 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 Developer from any claim or suit arising from the use of such elements furnished by the Client.
11. **Copyrights to Web Pages:** Developer retains the intellectual rights to all hypertext markup language (HTML), computer programming, and graphical layout design performed within the Clients web site.
12. **Assignment of Project:** The Developer reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. The Developer warrants all work completed by subcontractors for this project.
13. **Nondisclosure:** The Developer, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.



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14. **Lawful Purpose:** Client may only use Developer's design services for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.
15. **Termination:** Developer may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement. If the Client fails to comply with the terms of this Agreement and Developer refers the matter to an attorney, the Client agrees to pay a reasonable attorney fee. Client also agrees to compensate Developer for other collection costs and expenses. Client also has this option.
16. **Entire Understanding:** The agreement contained in this "Website Design Development Agreement" constitutes the sole agreement between Developer and Client regarding its web design service. It becomes effective only when signed by both parties. All prices specified in this Agreement will be honored for the terms listed above after both parties sign this Agreement. Continued services after that time will require a new agreement. This agreement shall be governed and construed in accordance with the laws of Nigeria.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

Signature

2017

Date

Signature

Date