

## work\_agreement

### Web Site Development Terms of Agreement

1. Project. The client buy purchasing one of our web solutions is engaging Anam Veros as an independent contractor for the specific purpose of designing a world wide web site to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer. The detailed of the project includes the creation of an original world wide web site created at the Client's request including at least 5 pages of static XHTML/CSS.
2. Authorization. The client is engaging Anam Veros, as an independent contractor. This project requires developing and/or improving a world wide web site, and in order to do so, the client hereby authorizes Anam Veros to access this account, and authorizes the Internet Service Provider to provide Anam Veros with "write permission" for the client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes Anam Veros to publicize their completed web site to web search engines, as well as other web directories and indexes, if this is included in the scope of the project.
3. ISP. The client is free to use the Internet Service Provider (ISP) of their choice so long as it meets our solution's minimum requirements. Regardless of who the client chooses to have host their website, the client agrees to select an ISP which allows Anam Veros to access this account, and authorizes the hosting service to provide Anam Veros and its designers, with "full access" to the Client's account, and any other programs needed for this web design project that are included as part of the Client's service agreement/level. The client must contact us to ensure that the ISP hosting plan being considered by the client will meet our minimum requirements for our web site solutions.
4. Completion Date. Anam Veros and the Client must work together to complete the web Design Project in a timely manner. We agree to work expeditiously to complete the web Design Project no later than 60 days after Client has submitted all necessary materials. If the Client does not supply Anam Veros with complete text and graphics content for this Web Design Project within 60 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by Anam Veros as liquidated damages and the contract shall become null and void, at Anam Veros's option, unless the Web Design Project is canceled in writing by the Client prior to 60 days of the effective date of the agreement.
5. Payment of Fees and Expenses. A deposit of 20% of the total estimated project shall be remitted to begin the project. The final 80% is due upon approval of the completed project, but before submitting the website to the search engines for indexing.
6. Performance Liability. Anam Veros does not warrant that the functions supplied by web pages, consultation, advice, or Internet web site will meet the client's requirements or that the operation of web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web Design Project is with the Client. In no event will Anam Veros be liable to the Client 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 this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's

work\_agreement

computer or Internet software, even if Anam Veros has been advised of the possibility of such damages. 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.

7. Copyrights and Trademarks. The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Anam Veros for inclusion in the Web Design Project 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, indemnify and defend Anam Veros and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

8. Electronic Commerce Laws. The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Anam Veros and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

9. Copyright to Web Pages. Copyright to the finished assembled work of web pages produced by Anam Veros is owned by Anam Veros. Upon final sign-off of the project, the client is assigned rights to use as a web site the design, graphics, and text contained in the finished assembled web site. 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. Anam Veros and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios. Logo Designs assembled by Anam Veros will, upon final sign-off of the project, become the sole property of the Client.

10. Payment Terms. It is imperative that payments be made promptly and as detailed in this web design contract. Source files will be stored temporarily, for client review, on the client's ISP account and will be set up to be generally available by the internet community to go live when full payment is received. If an amount remains delinquent 30 days after its invoice date, an additional 5% penalty will be added for each month of delinquency. Anam Veros reserves the right to remove web pages from viewing on the Internet until final payment is made. If case collection proves necessary, the client agrees to pay all fees incurred in that process. Regardless of the place of the client's digital signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Stafford county, VA, and any dispute will be litigated or arbitrated in Stafford County, VA.

11. Sole Agreement. The agreement contained in this "Service Agreement" constitutes the sole agreement between Anam Veros and the client regarding the project outlined above. Any additional work not specified in this contract requires a separate agreement. 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.

12. Initial Payment and Refund Policy. This agreement begins with the payment of the first 20% of the quoted project price of the web solution. If the client halts work and applies for a refund within 30 days, the first payment shall be returned to the client. If the client applies for a refund after the first 30 days, and work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at an hourly rate of \$25. No portion of this initial payment will be refunded unless written application is made within 60 days of

work\_agreement

signing this contract.

Signing this Web Site Development terms and agreement, and then submitting payment to us constitutes your agreement to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.