

Company / Client _____

Phone _____ Fax _____

Authorized Representative of the Client _____

Address _____

City _____ State _____ Zip _____ Country _____

Email address _____

Present Website URL (if any): _____

User Name _____ Password _____

Terms of Agreement

1. Authorization.

The above named client is engaging Totallyyourzone.com, located at 28 leopard avenue, Elanora, Qld,Australia,4224, as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site.

Hereafter, the client will be known as the "Client" and Totallyyourzone.com will be known as the "Developer."

2. Hosting Service.

If the Client requests the hosting to be provided by the Developer, As a valued web hosting client of Totallyyourzone.com hosting you will enjoy all the benefits of [our state-of-the-art data centre located in Fremont, California](#).(Daily Client data back-up) Additional weekly backups Client's data at the Developer's location in Queensland, Gold Coast are also available, please see the pricing in Appendix B.

The total space allocated for the Client's web site, database (if needed), and email account(s) is one hundred (1500MB) megabytes. If more space is required, please see the pricing in Appendix B. Annually to the Client according to prices in Appendix B.

Everything is done within the Developer's ability to maintain the server "online" and available on the Internet. However, sometimes Internet connectivity will be lost because of heavy Internet traffic, malicious hackers, viruses, or power outages. The Developer will do everything in their power to remedy any problems as soon as possible. The Client agrees not to hold the Developer liable for any damages or losses resulting from the server being unavailable. It is the spirit of this agreement to keep the Client's web site online. The Developer may, at their discretion, offer a reimbursement for services lost during a Developer caused outage. Periodically, the Developer may need to plan an outage for routine maintenance and/or upgrades to the server. The Client will be notified seven (7) days before a scheduled downtime.

3. Email.

This contract also includes a provision to assist the Client with the setup to one (1) email address. Current email clients supported by the Developer include Microsoft Outlook and Outlook Express , and Mozilla Thunderbird. The Client may also opt to setup a "wildcard" address that would receive any emails addressed to their domain name.

4. Domain Registration.

The Developer will secure a domain name (example: www.myname.com) for the Client at the Client's request. All charges incurred in doing so will be billed to the Client as an addition to the base price contemplated by this agreement. These are thirdparty fees, and are not a source of income for the Developer. Standard pricing for a domain name can be found in Appendix B.

If the Client already has a domain name, the Developer will coordinate redirecting the address to the Developer's servers. Should the Client desire a specific domain name which is already owned by another party and negotiations for said domain name must be undertaken by the Developer, additional charges may apply. The Client will be contacted in advance before any negotiations of this nature are undertaken or charges are incurred.

5. Training.

The Developer will provide email and telephone assistance to the Client's designated representatives regarding management of the Client's web site and email accounts. Total time of training shall not exceed two (2) hours. If more time is needed, the hourly fee is included in Appendix B. For training individuals or groups onsite at the Client's place of business is desired, transportation time is deducted from the included two (2) hours. If more time is needed, pricing by the hour is included in Appendix B.

6. Initial Graphic Design Process.

The Developer will provide a rough draft of each distinctly designed section or sections of the web site. The Client agrees to provide prompt feedback to the goal of refining one

(1) Draft for each section. It is the spirit of this agreement to provide the Client with a very professional design that they are extremely pleased with. The Developer will make changes based upon the Client's feedback that are within the parameters of the project and are, in the Developer's opinion, to the best interest of the Client. The Client agrees to request changes that are subsequent and orderly. That is, if changes are requested to be reversed, or if the Client begins to vacillate their decisions, extra charges may apply. The Developer agrees to provide open communication during this critical process and to keep the Client informed if they foresee any extra time or cost involved.

7. Final Graphic Design Process and Coding Process.

After the Client approves the final draft images for each section, the Developer will begin the final design process and the HTML, JavaScript, and CSS coding. If changes to any graphical elements are requested during this phase, extra costs may be incurred. The Developer agrees to inform the Client in advance of any extra costs, and optionally provide a specific price quote if requested.

The Developer will use any combination of HTML, DHTML, XHTML, XML, JavaScript, CSS, PHP, and MySQL computer languages to best fit the Client's needs. All functionality detailed in Appendix A will be coded using one or more of these languages. Unless specific requirements are expressed in Appendix A, the Client agrees to allow the Developer to use their best judgment and technical expertise during this phase.

8. Cross Browser Compatibility.

Our agreement contemplates the creation of a web site viewable by both Mozilla Firefox and Microsoft Internet Explorer 6. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. If additional brands or versions of browsers are required by the Client, additional costs and specifications will be noted in Appendix A.

Client is aware that some advanced techniques on the Internet, however, may require a specific browser version, brand, or plug-in. Client is also aware that as new browser versions of Internet Explorer and Mozilla Fire fox are developed, the web site may not be always backward compatible. Time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of our agreement.

9. Text.

Final text content must be supplied by the Client. If scanning services are needed, extra charges will apply. Please see Appendix B for pricing.

10. Graphics.

It is anticipated that the Developer will receive from the Client all of the graphic elements necessary to complete the Client's web site – in digital format (either via diskette, CD, or email). This includes receiving the company logo, ancillary images (staff photos, product photos, location photos, etc), and any other existing graphical elements to be included on the Client's web site. The Client may request the Developer to capture digital images if some or all of the required material is unavailable. See Appendix B for pricing regarding digital photography and optical scanning services.

This contract does contemplate the creation of Web graphics to fit the provided graphics into their respective places on the Client's web site. This includes, but is not limited to, the graphical elements of buttons, headers, sidebars, footers, and navigation.

11. Ecommerce.

If online transaction are not required for the Client's web site, the following terms do not apply. The Client is required to establish an account with a bank or other financial institution that does credit card processing. The Developer will set up the order form to interface the bank's credit card processing. The Client is required to contact the Developer before making an agreement with any such institution to insure compatibility. The Client is also encouraged to obtain a secure certificate for online transactions. The Client understands that if they do not obtain their own secure certificate, design capabilities on the shopping cart itself may be limited. Normal security certificates can be obtained for approximately one hundred (\$150) a year from a third-party.

12. Databases.

This agreement includes the creation of a database and the supporting database tables to meet the functionality spelled out in Appendix A. If custom databases are needed, the pricing for such services can be found in Appendix B.

13. Search Engine Optimization.

The Developer will optimize the Clients web site code with the supplied keywords and phrases. After the web site is completely operational, the Developer shall submit the home page address to the Google search engine and the MSN search engine.

If additional optimization services, or any Internet marketing services are requested, these features will be explained in Appendix A.

14. Payment Terms / Work Flow.

A minimum deposit of fifty percent (50%) is required to commence work. An invoice for the specific amount will be sent to the Client. If the project timeframe is longer than two (2) months, an invoice for twenty five percent (25%) will be sent half way through the development process, and the remaining balance will be invoiced upon completion. If the project will be completed within sixty (60) days from initial invoice, the complete balance will be due upon completion.

Payments are due immediately upon receipt. If payment is not received within thirty (30) days of the invoice date, a late fee of twenty five (\$25) dollars will be applied. Any outstanding balances past sixty (60) days of invoice date will incur simple interest charges of eight percent (8%) until full payment is received. Developer reserves the right to remove all web content from the Internet if payment is not made within ninety (90) days after final invoice.

Most frequently, problems making payments timely is the result of poor communication. If a payment delay is anticipated, please contact the Developer to discuss potential problems in advance. If problems are anticipated, alternate payment arrangements can be discussed.

15. Additional Expenses.

Client agrees to reimburse the Developer for any Client requested expenses necessary for the completion of the project. Examples would be:

- . •Purchase of specific fonts at the Client's request
- . •Purchase of specific photography at the Client's request
- . •Purchase of specific software at the Client's request
- . •Any third party services that the Client requests

16. Copyrights and Trademarks.

The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Client's web site 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 the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

17. Age.

Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract in the State of Michigan on behalf of the Client.

18. Limited Liability.

Author agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Developer's hosting service. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that the Developer will not publish information over the Internet which may be used by another party to harm another. The Developer will also not develop a pornography or warez web site for the Client. The Developer reserves the right to determine what is and is not pornography.

19. Indemnification.

Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and

all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's development of the Client's web site. This includes Liabilities asserted against the Developer, it's subcontractors, it's agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

Client also agrees to defend, indemnify and hold harmless the Developer against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

20. Laws Affecting Electronic Commerce.

The Client agrees that it is responsible for complying with the laws, taxes, and tariffs related to online commerce, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Internet electronic commerce.

The Client also understands that the Developer can not provide legal advice.

21. Ownership of Web Pages and Graphics.

Copyright to the finished assembled work of web pages produced by the Developer and graphics shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, source code, draft files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project. The Developer shall retain full copyright and ownership of the backend tools and code used to provide functionality to any shopping carts, credit card processing, member centres, secure logins, guestbook's, photo galleries, and any other pre-developed features.

22. Design Credit.

Client agrees that the Developer may put a text by line and hyperlink on the bottom of their web page establishing design and development credit. Client also agrees that the web site created for the Client may be included in the Developer's portfolio and that a testimonial from the Client may be included on the Developer's web site and other promotional publications.

23. Nondisclosure.

The Developer and 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.

24. Completion Date.

The Developer and the Client must work together to complete the web site in a timely manner for both parties to remain profitable.

We agree to work expeditiously to complete this project no later than

_____.

This date may need to be adjusted if the Client requests extra features or changes to the design and layout after the initial design phase is complete. Other changes to this date may be reflected upon the Client's inability to furnish all the text and graphical content in a timely fashion.

25. Cancellation.

Cancellation of the project at the request of the Client must be made by certified letter. In the event that work is postponed or cancelled at the request of the Client by registered letter, the Developer shall have the right retain the original deposit. In the event this amount is not sufficient to cover the Developer for time and expense already invested in the project, additional payment will be due. If additional payment is due, this will be billed to the Client within ten (10) days of notification via registered letter to stop work. Final payment will be expected under the same terms as listed in Article 14 above.

26. Arbitration.

Any disputes in excess of one thousand dollars (\$1,000) – or the maximum limit for small claims court – arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator suitor pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Developer.

27. Entire Understanding.

This contract and the Appendices attached thereto constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Developer. Project details and functionality will be included in Appendix A, and pricing details will be attached as Appendix B.

Both parties warrant that they have read and understand the terms set forth in this agreement.

This agreement shall be governed and construed in accordance with the laws of the State of Michigan.

On behalf of the Client: _____

Date: _____

On behalf of the Developer: _____

Date: _____

Appendix A – Project Details and Functionality

The Developer shall furnish the following features, functionality, and structure to complete the Client's project:

❖ (will be filled out on a project to project basis)

Appendix B – Pricing Details

Hosting Service

Monthly Price /if paid annually/	\$ 10.50 / mo	AU\$ 20.50 / mo
Data Storage	15000 MB	25000 MB
Data Transfer	300 GB	400 GB
Domains Hosted	1	3
Setup fee	FREE	FREE
Money back guarantee	30 days	30 days
Free domain registration and transfers are offered with the purchase of all new hosting plans.	Yes	Yes
	<input type="checkbox"/> \$126.00 AUD (\$10.50 per month)	<input type="checkbox"/> \$246.02 AUD (\$20.50 per month)

Please tick appropriate package>>>>

Totally your zone Hosting packages include loads more features so please visit our website for more info..

Service Upgrades

All the upgrades that are charged on a monthly basis are billed for each of the remaining months of the Services period.
(You must have a hosting account to upgrade.)

Service	Monthly Price
MySQL – X 3 Databases	\$ 0.50
SSH - Activate	\$ 0.75
MySQL Quota –X 10MB	\$ 0.30
Traffic – X 4GB	\$ 1.00
Domains Hosted - X 2	\$ 1.00
IP Addresses – X 1	\$ 1.50
Disk Space – X 400MB	\$ 1.00

– you can access the upgrade options via the hosting control panel -

Totally your zone Hosting packages and upgrade Prices subject to change so please visit totallyyourzone.com website...

Other Service's

website design	\$20.00/ per hour
template customisation	\$20.00/ per hour
for flash site/designs	\$25.00/ per hour
3D animation/designs	\$45.00*/ per hour
video editing	\$20.00/ per hour
Server set-up/networking	\$70.00/ per hour
Security certificate for SSL	\$100. 00 /off third party
Domain names	From 15.95 /off third party
Note: Free domain registration and transfers are offered with the purchase of all new hosting plans.	
Scanning for text (OCR)	\$12.00 for "8.5 x 11" piece
Scanning photos	\$4.00 For "A4" Piece
Hourly rate for Additional Services	\$25.00*/ per hour

Totally your zone Prices are subject to change so please visit totallyyourzone.com website...

All invoices will be due upon receipt. Monthly charges will be billed the first week. Any overdue invoices or statements are subject to a twenty five dollar (\$25) charge. Any outstanding accounts over sixty (60) days past the invoice date will incur simple interest at a rate of eight percent (8%)

Totallyyourzone.com

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Postal: Po box 406 Tugun, Queensland, Australia.4221. Mobile: 0405-574-853. ABN: 60-603-186-623