

GlobalPromotions.Net Development Contract

THIS AGREEMENT is between "You the Client" (either an individual or a single entity) and GlobalPromotions.Net. A project can be a design for use in any purpose, such as a website, banner, presentation, logo, company branding, multimedia presentation, flash animation, etc.

WHEREAS, Gpnet has experience in developing and maintaining "project's" for third parties;

WHEREAS, Client wishes to have Gpnet develop a "project" for Client pursuant to Client's specifications and, Gpnet is interested in undertaking such work.

WHEREAS, Client shall pay Gpnet a fixed fee for developing Client's "project".

NOW THEREFORE, the parties agree as follows:

Definition of our terminology as used within this document:

1. A 'Project' is any work undertaken or service provided by Gpnet Ltd for the client on their request and as described in our confirmation order email to that client.
2. A 'Client' is a person, persons, business or organisation using any of the services provided by Gpnet Ltd .
3. 'The Payment Period' shall be the time allowed by Gpnet Ltd for receipt of all monies owed to Gpnet Ltd by the client.
4. 'Live Mode' will be from the date the website is available on the clients chosen domain.
5. 'Domain' is the website address as specified by the client.
6. 'Hosting' is a yearly cost to keep a clients website activated online.
7. 'Content' is both text and images that the client requires on the website.

Project Development

- The parties recognize that Client's participation in all phases of the development of the "project" is essential. As such, Client shall, in best faith, work with Gpnet to complete the project on schedule. As soon as Gpnet receives all assets we will consider this the project start date.
- An estimate will be sent to the client; after its approval, Gpnet Ltd will only commence work on a project after receipt of 50% deposit of the quoted project fee from the client. The major invoice will be sent to the client once the project is complete and has been approved by the client. The website will be switched to live mode or handed out to the client on hard copy once the client's remaining balance is paid in full.
- Any further changes after this point will be at an additional cost.
- The client is responsible for providing all assets necessary for Gpnet to complete the project.
Examples are:
 1. Your company Logo
 2. Text and information
 3. Photos, graphics
 4. Input as to your color preferences and style
- If you do not have the assets required to complete the project we can provide solutions on a case-by-case basis at an additional cost.

Alterations and Additions to Website

- Any other changes requested by the Client shall be considered Client's Alterations if they are requested after the acceptance of the Site Design. The Client agrees to pay Gpnet at its hourly rate then in effect for such development time. The parties agree that Client is not obligated to engage the services of Gpnet for Maintenance, and that Gpnet is not obligated to perform work on Maintenance. Client is responsible to submit all desired modifications in writing to Gpnet via any method of delivery including, email, and fax.

Liability Limitations

- The goods and services provided by Gpnet are provided AS IS, without warranty of any kind to client or any third party, including, but not limited to, any express or implied warranties of: 1) merchantability; 2) fitness for a particular purpose; 3) effort to achieve purpose; 4) quality; 5) accuracy; 6) non-infringement; 7) quiet enjoyment; and 8) title. Client agrees that any efforts by Gpnet to modify its goods or services shall not be deemed a waiver of these limitations, and that any Gpnet warranties shall not be deemed to have failed of their essential purpose. Client further agrees that Gpnet shall not be liable to client or any third party for any loss of profits, loss of use, interruption of business, or any direct, indirect, incidental or consequential damages of any kind whether under this agreement or otherwise, even if Gpnet was advised of the possibility of such damages or was grossly negligent. Material modifications made to client's "project" by client or any third party voids any remaining express or implied warranties.
- Gpnet agrees that except as authorized in writing by Client: Gpnet will preserve and protect the confidentiality of all Confidential Information; Gpnet will not disclose to any third party, excepting its employees and subcontractors, the existence, source, content or substance of the Confidential Information or make copies of Confidential Information; Gpnet will not deliver Confidential Information to any third party, excepting its subcontractors and employees; Gpnet will not use Confidential Information in any way other than to develop the "project" as provided in this Agreement; Gpnet will not disclose, use or copy any third party information or materials received in confidence by Gpnet for purposes of work performed under this Agreement; and Gpnet shall require that each of its employees and / or subcontractors who work on or have access to the Confidential Information to sign a suitable confidentiality and assignment agreement and be advised of the confidentiality and other applicable provisions of this Agreement.
- All images displayed on the client's website will only be used after authorization by the client and are the sole responsibility of the client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the client, they will be the sole responsibility of the client.
- Where images used on the website have been purchased by Gpnet Ltd on behalf of the client, these images are strictly for use on the website only. Gpnet Ltd is not liable for misuse of these images by the client or any other person/s copying, altering or distributing the images to individuals or other organizations.
- When you as the client have chosen a template and not a unique (flash or non-flash) design for your web site, Gpnet has no guarantee for other customers purchasing the same template and using it for their own web site.
- Gpnet Ltd will host the website if the client requires us to do so and on receipt of full payment of our hosting fees. In doing so we will endeavor to provide a reliable and professional service to the client at all times but do not guarantee that the website hosting will be available at all times, especially in the event of a technical failure beyond our control.
- Where we have been asked to provide search engine optimization for a client, we do not guarantee any specific placement or high ranking on search engines.
- Gpnet Ltd own all design and code of the website until final payment has been received in full. Once final payment is received, the client will then own the design and code of the website
- Gpnet Ltd has no control of, or responsibility for, the content of our client's web sites. In no way does the textual or image based content of our client's web sites constitute Gpnet Ltd endorsement, or approval of the web site or the material contained within the web site. Gpnet Ltd has not verified any of the materials, images or information contained within our client's web sites and is not responsible for the content or performance of these sites or for the client's transactions with them. Gpnet Ltd provides links or references to our client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but we do not guarantee or warrant that such links will point to the intended client site at all times.

Severability

- If any provision of this Agreement is held to be illegal, invalid, or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired, and shall continue in full force and effect; this Agreement shall then be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement but there will be added automatically as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Client's Details:

Complete Domain Name:	
Contact name	
Position	
Email	
Secondary Email address	
Official Company Name	
Address	
City	
Region	
Phone	
Mobile	
Fax	

Both Parties have read and understood these terms & conditions and fully agree to all of them:

Date, Client's signature

Date, Gpnet Administration's Signature