

THESE ARE THE TERMS AND CONDITIONS IN THE CONTRACT BETWEEN COLUMBUS WEB TECHNOLOGIES, LLC AND {TBD}

1. WORKS AND PRICE SUMMARY

1.1

Work Included

Website is to include the following criteria:

- {TBD}

1.2

Work Not Included

Website is not to include the following criteria:

- {TBD}

1.3

Price Summary

{TBD}

1.4

Timeline

{TBD}

2. FEES

2.1

Fee Payable

{TBD}

2.2

Maintenance Fees

{TBD}

3. DISCLAIMERS

3.1

Third Parties

COLUMBUS WEB TECHNOLOGIES, LLC can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although COLUMBUS WEB TECHNOLOGIES, LLC will endeavour to ensure that Website downtime is kept to a minimum. Expected third parties at the creation of the contract include: WordPress Content Management System, {TBD} and Host Gator Hosting Services.

3.2

Maintenance and Correction of Errors

COLUMBUS WEB TECHNOLOGIES, LLC takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to COLUMBUS WEB TECHNOLOGIES, LLC will be corrected free of charge, but COLUMBUS WEB TECHNOLOGIES, LLC reserves the right to charge a reasonable fee for correction of errors for which COLUMBUS WEB TECHNOLOGIES, LLC is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to COLUMBUS WEB TECHNOLOGIES, LLC by the Client.

3.3

Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality. No registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

3.4

Consequential Loss

Under no circumstances will COLUMBUS WEB TECHNOLOGIES, LLC be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure.

3.5

Status and Duration of Offers

Proposals and offers are valid for a period of one month from the date issued. COLUMBUS WEB TECHNOLOGIES, LLC is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

4. COMPLETION OF WORK AND PAYMENT

4.1

Completion of Work

COLUMBUS WEB TECHNOLOGIES, LLC warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. COLUMBUS WEB TECHNOLOGIES, LLC will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. COLUMBUS WEB TECHNOLOGIES, LLC will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

4.2

Supply of Materials

The Client is to supply all materials and information required for COLUMBUS WEB TECHNOLOGIES, LLC to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, COLUMBUS WEB TECHNOLOGIES, LLC has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than {TBD} days, COLUMBUS WEB TECHNOLOGIES, LLC has the right to invoice the Client for any part or parts of the Work already completed.

4.3

Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify COLUMBUS WEB TECHNOLOGIES, LLC, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to COLUMBUS WEB TECHNOLOGIES, LLC 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 second \$599.00 payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

4.4

Rejected Work

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by COLUMBUS WEB TECHNOLOGIES, LLC to remedy any points reported by the Client as unsatisfactory, and COLUMBUS WEB TECHNOLOGIES, LLC considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and COLUMBUS WEB TECHNOLOGIES, LLC can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

4.5

Payment

Upon completion of 7 day review period, COLUMBUS WEB TECHNOLOGIES, LLC will invoice the Client for final payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 21 days of the date that the invoice was issued.

4.6

Remedies for Overdue Payment

If payment has not been received by the due date, COLUMBUS WEB TECHNOLOGIES, LLC has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 21 days after the due date, COLUMBUS WEB TECHNOLOGIES, LLC has the right to replace, modify or remove the Website and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, COLUMBUS WEB TECHNOLOGIES, LLC does not remove the Client's obligation to pay any outstanding monies owing.

5. INTELLECTUAL PROPERTY

5.1

Offers and Proposals

Offers and proposals made by COLUMBUS WEB TECHNOLOGIES, LLC to potential clients should be treated as trade secrets and remain the property of COLUMBUS WEB TECHNOLOGIES, LLC. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from COLUMBUS WEB TECHNOLOGIES, LLC. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

5.2

Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to COLUMBUS WEB TECHNOLOGIES, LLC for inclusion on the Website. The conclusion of a contract between COLUMBUS WEB TECHNOLOGIES, LLC and the Client shall be regarded as a guarantee by the Client to COLUMBUS WEB TECHNOLOGIES, LLC that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of COLUMBUS WEB TECHNOLOGIES, LLC and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

5.3

Domain Name

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify COLUMBUS WEB TECHNOLOGIES, LLC, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

5.4

Licensing

Once COLUMBUS WEB TECHNOLOGIES, LLC has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.3 hereof, the Client will be granted a licence to use the Website and its contents.

5.5

Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which COLUMBUS WEB TECHNOLOGIES, LLC or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from COLUMBUS WEB TECHNOLOGIES, LLC. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which COLUMBUS WEB TECHNOLOGIES, LLC or their suppliers owns the copyright. COLUMBUS WEB TECHNOLOGIES, LLC acknowledges the intellectual property rights of the Client. Information passed in written form to COLUMBUS WEB TECHNOLOGIES, LLC, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

6. RIGHTS AND RESPONSIBILITIES

6.1

Right to Terminate

COLUMBUS WEB TECHNOLOGIES, LLC reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

6.2

Events Beyond the Control of COLUMBUS WEB TECHNOLOGIES, LLC

COLUMBUS WEB TECHNOLOGIES, LLC will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of COLUMBUS WEB TECHNOLOGIES, LLC.

6.3

Supply and Pricing of Services

COLUMBUS WEB TECHNOLOGIES, LLC reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

7. INTERPRETATION

7.1

Jurisdiction

This Agreement shall be governed by the laws of Country which shall claim venue and jurisdiction for any legal action or claim arising from the contract between COLUMBUS WEB TECHNOLOGIES, LLC and the Client. The said contract is void where prohibited by law.

7.2

Survival of Contract

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

7.3

Change of Terms and Conditions

These terms & conditions may change from time to time. The Client will be informed of revisions as and when they are issued.

Standard Terms and Conditions v1 {TBD}

COLUMBUS WEB TECHNOLOGIES, LLC (hereinafter referred to as “the first party”)

and

{TBD} (hereinafter referred to as “the second party”)

WHEREAS

(ONE) The second party has requested that the first party undertake certain services in connection with the second party’s website and / or listing on the Internet.

(TWO) The first party has agreed to undertake these services

THEREFORE it is hereby agreed and declared as follows:-

(ONE) The first party will undertake services described in Section 1

(TWO) The Work will be undertaken and completed within {TBD} days of agreement

(THREE) The Work will be completed subject to the Terms and Conditions signed as relative hereto

Signed on behalf of COLUMBUS WEB TECHNOLOGIES, LLC

Name Date

Signed on behalf of {TBD}

Name Date