



CLOUDVAULT

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Terms of services

Netvest Consultancy

The free website subscriber ("**Client**"), has tasked, CloudVault ("**Developer**"), to create a custom website. Agreement as follows:

1. Scope of Work . The scope of the work for Client is listed in Exhibit A of this Agreement. Developer will start working on this project within 14 days after Developer receives a the hosting fee and domain name registration fee purchased through <http://www.cloudvault.co.zw/>. If the scope of work changes after signing this Agreement, Client and Developer agree to negotiate and sign an amended Exhibit A.

2. Project Milestones . Developer and Client have agreed that Developer will work on this project in phases. Exhibit B to this Agreement lists the milestones that Developer and Client have agreed on will apply to each phase of Developer's work for Client. If the scope of work changes after Developer and Client sign this Agreement, Client and Developer agree to negotiate and sign an amended Exhibit B.

3. Final Deliverables. Developer will deliver to Client, via Internet, within 14 days after Client approves the final deliverable(s), digital files containing Developer work for Client under this Agreement. Specifically, Developer will provide Client with the following: On or before Date Developer agrees to provide to Client a full functioning website based upon the specifications provided by Client (See Exhibit A). The website created by Developer will be up and running, online, functional and accessible by users. Client is informed and understands that Developer will use its best efforts to perform hereunder. However, Client understands that multimedia applications, websites and software are complicated and imperfect environs. Developer will attempt to cure and remedy any unforeseen glitches, bugs and/or errors, but those efforts will be based upon the original specifications, including agreed upon modifications of Client.

4. Original Work/Conflicts/Confidentiality . Developer promises that work does not violate the patent, copyright, trade secrets or other property right of any person, firm or entity. Developer promises that this Agreement does not conflict with any other contract, agreement or understanding to which Developer is a party. Finally, Developer promises to hold and maintain in strict confidence

any confidential information that Client provides (such as proprietary technical or business information), and Developer will not disclose such information to any third party except as may be required by a court or governmental authority.

5. Training . The fee Client will pay Developer for this project includes 0 hours of training in the use of the software created. Training will be conducted remotely using a screen sharing software. If Client asks Developer to train Client onsite, Client agrees to pay actual costs of traveling to Client location, including but not limited to transportation, lodging, and food expenses. Should the client need training on management of the site, the client will be billed at the rate of \$10 per hour on a flat rate basis. Training fee may be waived for Graphics Designers Zimbabwe members as per agreement between the association and the developer.

6. Payment. Client promises to pay Developer the total sum (“Fee”) of \$0 for web design services before Developer begins work. The client agrees to pay domain name registration and hosting as fee prescribed by the developer on <http://www.cloudvault.co.zw/>. The fee may vary depending on the domain name and hosting package chosen. Fee will be due immediately before Developer sends Client final files containing the software that Client approved. Payment will be made using cash or wire transfer. If Client asks Developer to use any third-party content (i.e. stock photos or third party software) that must be incorporated in the software Developer is creating, Client promises to pay Developer the actual cost of licensing that third-party content for work under this Agreement. Client agrees that until Client pays Developer in full, Client will not acquire the rights or license to use or transfer ownership of any software that Developer creates for Client under this Agreement.

7. Compensation . Developer agrees that the fee Client owes Developer will cover in full all of the work listed in Exhibit A of this Agreement. Client agrees that if Client asks Developer to make changes or do other work for Client that is not covered by this Agreement, Client will pay an agreed upon flat rate in addition to all other amounts Client owes Developer under this Agreement.

The client agrees to pay hosting services using <http://www.cloudvault.co.zw/> for a period not less than 18 months upon initiation of the project. After this agreed time has lapsed, the client is free to use Cloudvault or any other entity as its hosting services provider.

8. Feedback and Acceptance. Client agrees, that Developer cannot complete work for Client or meet agreed upon milestones unless Client gives timely feedback. Client agrees to provide timely feedback so that Developer can understand Client concerns, objections or corrections, and Client

promises not to unreasonably withhold acceptance of the deliverables Developer will provide Client at each milestone. Developer and Client agree to the following acceptance process: Developer will test the software that Developer creates for Client to make sure that it's working properly. In turn, Client promises that Client will evaluate the deliverables Developer provided to Client at each milestone listed in Exhibit B to this Agreement and let Developer know in writing, within 72 hours after Client receives each deliverable, whether Client accepts or rejects it. If Client rejects a deliverable, Developer will correct any errors and again ask Client to accept or reject the corrected deliverable – which Client promises to do 72 hours after Client receives the corrected deliverable. When Developer delivers the final files to Client and completes work for Client under this Agreement, Client agrees that Client will test the software in its entirety to determine if Developer completed the work promised Client. Client promises to let Developer know in writing within 7 calendar days after Developer delivers the final files whether Client accepts or rejects the final files. If Client rejects the final files, Developer will correct any errors and again ask Client to accept or reject the corrected deliverable – which Client promises to do within 7 calendar days after Client receives the corrected deliverable. This process shall continue until Client accepts the deliverable or 7 calendar days have passed and Client has not accepted or rejected a deliverable (at which point it will be deemed accepted). Finally, Client agrees that Developer work on this project will be complete and the Agreement will end after Client has approved the final files.

9. Rights To The Client Content . Client promises that: (a) Developer owns the rights to use anything Client gives me (“Client Content”); and (b) using such Client Content does not violate the patent, copyright, trade secret or other property right of any person, firm or entity. Client grants Developer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Developer’s work for Client under this Agreement and the limited promotional uses as allowed by this Agreement. Client also affirms and represents that this Agreement does not conflict with any other contract, agreement or understanding to which Client is a party.

10. Rights Before Payment In Full . Client understands and agrees that until Client pays Developer in full, Developer owns full rights to everything Developer creates for Client under this Agreement. If Client does not pay Developer in full, Client agrees that Developer can complete, exhibit, use and sell the software at Developers sole and absolute discretion (except that Developer will not be able to use Client Content in such work). Full rights to the website will be transferred to

the client after an amount worth of 18 months of hosting has been realized by CloudVault.

11. Rights After Payment Made In Full. After Client pays Developer in full, Developer assigns to Client Developers right, title and interest in the copyrights for the final software that Developer creates for Client under this Agreement – contained in the final files that Developer will send to Client for approval. Client agrees that Developer will retain and Client will not receive any right, title or interest to the preliminary work or preliminary designs that are included with the work Developer creates for Client. If Client needs additional documentation, Developer will sign any further documents reasonably necessary to make sure that the rights Developer is giving Client under this Agreement are properly assigned to Client. Client agrees that Developer may use Client name/company name and trademarks as a reference in Developers promotional materials. Client also agrees that Developer may include, when referencing Developer’s work for Client, a general description of the work under this Agreement. Full rights to the website will be transferred to the client after an amount worth of 18 months of hosting has been realized by CloudVault.

12. Right To Make Changes. Developer agrees that after Client pays Developer in full, Client may make any changes or additions to the software Developer creates for Client under this Agreement, which Client in Client’s discretion may consider necessary, and Client may engage others to make any such changes or additions, without further payments to Developer. Client agrees that if Client asks Developer to make changes or additions to the software after Client approves the final files, Client and Developer will negotiate a separate additional payment for Developer’s time to make such changes.

13. Rights To Know-How . Developer may incorporate into the software Developer creates for Client various pre-existing development tools, routines, subroutines, programs, data or materials (Know-How). Client agrees that Developer retain all rights, title and interest, including all copyright, patent, and trade secret rights to that Know-How. Developer agrees that after Client pays Developer in full, Client will receive a nonexclusive, perpetual, worldwide license to use the Know-How in the software that Developer created for Client under this Agreement. However, Client shall not resell or make use of that Know-How in any other manner other than in connection with the software Client receives under this Agreement.

14. Assurance . Developer promises that to the best of Developer’s knowledge, the software will not contain any virus, worm, trap door, back door, trojan horse, timer or clock that would erase data

or programming or otherwise cause the software to become inoperable or incapable of being used.

15. Limitations of Remedies . Developer shall not, under any circumstances, be liable to Client for consequential, indirect, incidental, special, punitive, or exemplary damages or losses arising out of or related to this agreement, even if Developer is advised of the likelihood of such damages occurring. Developer's cumulative liability for any damages arising out of or in any manner related to this agreement (including, but not limited to, claims for breach of contract, breach of warranty, negligence, strict liability, or tort, shall be limited to the amount of the fee paid by Client to Developer under this agreement.

16. Entire Agreement . This Agreement constitutes the complete and exclusive agreement between Client and Developer concerning the work on this project, and it supersedes all other prior agreements, proposals, and representations, whether stated orally or in writing. Developer and Client can modify this agreement in writing, if both Client and Developer sign that modification.

17. Independent Contractor. Client agrees that Developer is an independent contractor and not Client's employee. Although Client will provide general direction to Developer, Developer will determine, in Developer's sole discretion, the manner and ways in which Developer will create the software for Client. The work that Developer creates for Client under this Agreement will not be deemed a "work-for-hire," as that term is defined under the Zimbabwean Intellectual and Copyright Law. Whatever rights Developer grants Client are contained in this Agreement.

18. Credits. Client agrees that the Developer has the right to display credits that the Developer was and is the author or originator of the work represented on the website or software provided. The Developer also agree to remove the credits on the condition that the Client agrees to pay an amount equivalent to 25% of the total cost of the project. Considering the removal of credits on the Client website or Software, the Developer retains the right to reference the piece of work provided to the Client to other third part potential clients and the general public. Credits may also be removed only after full rights of the website has been transferred to the client i.e. after an amount worth of 18 months of hosting has been realized by CloudVault.

Exhibit A

To build an informative website for the client

The site shall be responsive, colors and logos to be used will be provided by the client

Features and functionality to be included with website are limited to

- *Sliders/Videos/Pictures and other media as provided by the client*
- *Products portfolio*
- *Accordions*
- *Contact Form*
- *Google Maps*
- *Social Media Integration*
- *Newsletters*
- *SSL certificate installation*
- *Site Back Ups*

The above named will be used to construct a Website limited to 10 pages

The Developer Will also provide a domain name and reliable hosting for 18 months upon initiation of the project.

Exhibit B

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Acceptance

By submitting the web development form on demo.cloudvault.co.zw you confirm that you have agreed to the terms written in this document. Buying hosting from cloudvault.co.zw further assumes your commitment to the terms stated herein.