



***...think different***

near Tamale Sports Stadium Roundabout, off Aviation Bungalows  
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## **Website Design Agreement**

Our goal is to provide a great service to every client. One way of doing this is to make sure the expectations of all parties are spelled out in writing to prevent any misunderstandings. These are the terms of our agreement together.

### **TERMS AND CONDITIONS**

The following are the terms and conditions between e-Brain Computer Solutions. ("e-Brain Computers"), and \_\_\_\_\_, ("CLIENT"), under which e-Brain Computers agrees to provide Website Design and Hosting services to the CLIENT.

e-Brain Computers respects the rights of all individuals and entities to use and enjoy the Internet as a responsible and valuable means of communication. Its terms of agreement and policies have been developed to best preserve these principles. It appreciates and expects that all its users, and users of the Internet worldwide, will adhere to ethics of common sense, mutual respect, and decency.

#### **Authorization**

The above-named CLIENT is engaging e-Brain Computers, an IT firm based in Tamale, with a mailing address of c/o Box TL 105, Tamale, as an IT Solutions Consultant for the specific project of developing and/or improving a World Wide Website

The CLIENT also authorizes e-Brain Computers to submit their completed website to Web search engines, as well as other Web directories and indexes.

#### **Standard Website Package Elements**

For Standard Website Packages only – e-Brain Computers includes the following elements in their Standard Website Packages:

- Unlimited number of webpages and email accounts.
- Two years hosting support
- E-mail/phone consultation (Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation. Additional education and consultation is at our hourly rate.)
- Words of text supplied by the CLIENT (200 words per page approximate maximum if not supplied on CD, disk drive or electronically transmitted via email. .Web pages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.)
- Photos and other miscellaneous graphic images supplied by CLIENT (up to an average of 3 included per page in standard websites in addition to top-of-page graphic. Colour originals larger than 5" x 8" are extra. Graphics must be provided in electronic format and appropriately sized for web use.
- Installation of web pages on the web hosting service.
- Minor updates and changes to existing web pages for four months.
- Basic submission to the Google search engine.
- Online feedback or submission form.
- Social media integration

### **Standard Website Packages**

The content of the web pages will be supplied by the CLIENT and executed as specified by the CLIENT in the "Website Planning Worksheet" dated \_\_\_\_\_. This website includes up to \_\_\_\_\_ web pages.

In case the CLIENT desires additional standard web pages beyond the original number of pages specified above, the CLIENT agrees to pay e-Brain Computers an additional GH¢\_\_\_\_\_ for each additional web page.

### **Maintenance and Hourly Rate**

This agreement includes minor web page maintenance to regular web pages over a four-month period, including updating links and making minor changes to a sentence or paragraph. It does not including removing nearly all the text from a page and replacing it with new text. If the CLIENT or an agent other than e-Brain Computers attempts updating the CLIENT'S pages and requires e-Brain Computers time to repair web pages, time will be assessed at the hourly rate, and is not included as part of the updating time. The four-month maintenance period commences upon the date the CLIENT signs this contract.

Changes requested by the CLIENT beyond those limits will be billed at the hourly rate of GH¢50. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and art, photo, graphics services, and helping CLIENTS learn how to use their own web page editor.

### **Web Hosting Service**

The CLIENT understands that Web Hosting Service is a separate service provided by e-Brain Computers. The CLIENT acknowledges that web designs created by e-Brain Computers are created with proprietary template software and must be hosted on e-Brain Computers hosting servers unless acknowledged and agreed to under a separate agreement.

CLIENT acknowledges that web hosting is a function of both website size and bandwidth transfer of the individual site parts to web visitors as well as downloads from the individual site of graphics, PDFs, etc.

### **Designated Client Representative.**

To ensure effective communication and an efficient design process between the Client and e-Brain Computers, the Client agrees to designate a single representative to work directly with e-Brain Computers.

The representative will ensure ALL content has reached final approval within their organization before submitting the finalized content to e-Brain Computers.

### **Designated Client Representative Information**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## **Completion Date**

e-Brain Computers and the CLIENT must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than 1 Month.

If the CLIENT does not supply e-Brain Computers complete text and graphics content, all web pages contracted for within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the CLIENT has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is published.

## **Assignment of Project**

e-Brain Computers reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

## **Legal Stuff**

e-Brain Computers does not warrant that the functions contained in these web pages or the Internet website will meet the CLIENT'S requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with CLIENT.

In no event will e-Brain Computers be liable to the CLIENT or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if e-Brain Computers 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.

## **Copyrights and Trademarks**

The CLIENT represents to e-Brain Computers and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to e-Brain Computers for inclusion in web pages 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 e-Brain Computers and its subcontractors from any claim or suit arising from the use of such elements furnished by the CLIENT.

## **Payment of Charges**

In order for e-Brain Computers to remain in business, payments must be made promptly. Delinquent bills will be assessed a GHC30 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency.

e-Brain Computers reserves the right to remove web pages from viewing on the Internet until final payment is made and if monthly charges are not paid. In case collection proves necessary, the CLIENT agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by e-Brain Computers. Regardless of the place of

signing of this agreement, the CLIENT agrees that for purposes of venue, this contract was entered into in Tamale, Northern Region, and any dispute will be litigated or arbitrated in Tamale, Northern Region. Please pay on time.

**Completion Date**

e-Brain Computers and the Client must work together to complete the website in a timely manner.

CLIENT ACKNOWLEDGES THAT USE OF THE SERVICE IS AT THE RISK OF ORGANIZATION, AND THAT E-BRAIN COMPUTERS DOES NOT WARRANT THAT THE SERVICE WILL BE FREE OF INTERRUPTION OR ERROR. CLIENT FURTHER ACKNOWLEDGES THAT E-BRAIN COMPUTERS DOES NOT WARRANT THE RESULTS TO BE OBTAINED FROM USE OF ITS SERVICE, AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

DATE: \_\_\_\_\_  
For e-Brain Computer Solutions

\_\_\_\_\_  
Signature

I certify that I have the authority to enter into this agreement on behalf of the CLIENT named below:

DATE: \_\_\_\_\_  
For CLIENT

\_\_\_\_\_  
Signature