



Professional Services

Website Agreement

This Agreement (hereinafter referred to as the “Agreement”) is entered into on 10-31-2022 (the “Effective Date”), by and between Company Name, with Customer Name, (hereinafter referred to as the “Client”) and Moses Balan, with M B Professional Services, (hereinafter referred to as the “Designer”) (collectively referred to as the “Parties”).

DESCRIPTION OF THE PROJECT

- [Enter Project Description]

REVISIONS ENTITLEMENT

- The Client is entitled to an appropriate number of revisions that is deemed reasonable by the designer.

PRICE AND PAYMENT

- - The Client agrees to compensate the Designer an amount of \$ [Amount for Service] per year.
- - The Parties agree that if the invoices are not paid within 7 days of receiving them, the Designer will be entitled to charge a late fee of \$35.00. If invoice goes 30-days past due a 2% fee will be added to the invoice in addition to the late fee.
- - Client agrees that the project will not begin until payment is paid in full (some exceptions may be made).
- - The Client has the option to make monthly payments for service but must put a 25% deposit prior to project being started. Monthly payment will be Service amount minus 25% divided by 12.

CREDIT CARD PAYMENT

- If payment is paid utilizing a Debit / Credit Card Client will have the option to choose desired payment due date, if no payment due date is chosen Designer will select a date.
- Client agrees that if the recurring monthly charge is denied. Designer will impose a \$35 late fee in addition to the monthly charge.



Professional Services

Website Agreement

INTERRUPTION OF SERVICE(S)

- Client agrees that if they are on a monthly payment plan and invoice isn't paid in 2 months, account will be canceled by Client and Services will be interrupted.
- Payment will still be required, and Designer will use any method deemed necessary to collect funds for Services provided.
- If it's desired by the Client to restore services a \$250 non-refundable fee will be added to invoice. Services will then be restored 24-48 hours after payment is received. If account is unpaid for 90-days you will be unable to restore services.

CANCELATION OF SERVICE

- Website term is for one (1) year from the date the agreement is signed. Cancellation of service prior to the one (1) year will not warrant refund or partial refund from amount that was paid for service.
- Unless Client provides notice to cancel service Designer will auto-renew service and Client will be billed. If payment method is on file, we will charge the card and Client will receive receipt.
- Cancellation Notice must be done thirty (30) days prior to the renewal date.
- Designer has the Right to cancel services if it's believed that Client is utilizing services in any illegal activity. If service is canceled no refunds or partial refunds will be warranted.

DELIQUENT ACCOUNTS

- Client agrees that if the account goes unpaid for more than 90-days the account will then be sent to a collection agency to recover funds that are unpaid.
- If the account goes to collections a 35% non-payment fee will be applied to the past-due invoice.
- Delinquent accounts that are sent to collections cannot make payment with Designer, the Client will have to settle payment with debt-collector.



Professional Services

Website Agreement

CONFIDENTIALITY

- All terms and conditions of this Agreement and any confidential information must be kept confidential, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Parties.
- The Parties agree that the confidentiality clause in this Agreement will remain active and in power even upon the termination of this Agreement.

INTELLECTUAL PROPERTY

- The Designer agrees that any intellectual property provided to him/her by the Client will remain the sole property of the Client, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.
- The Designer will refrain from using such intellectual property upon the termination of this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party, unless consented to by both Parties in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are fully authorized to enter this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.



Professional Services

Website Agreement

DISCLAIMER OF WARRANTIES

- The Designer warrants to complete the Services listed in this Agreement as per the Client's requirements and specifications. However, the Designer does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or other benefits.
- In addition to the above, the Designer holds no responsibility towards the Client in the event that the delivered work does not lead to the Client's desired results.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) if such is not related to the direct result of one of the Parties' negligence or breach.

SEVERABILITY

- If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.



Professional Services

Website Agreement

Designer:
Moses Balan
M B Professional Services
