

Web Development Terms of Service

By placing a work order with SKWNAPP Creative for website design and development services, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions

The Client: The company or individual requesting the services of SKWNAPP Creative.

SKWNAPP Creative: Primary designer/creative & employees or affiliates.

Terms and Conditions

These are the standard terms and conditions for (Creative Services) Website Design and Development and apply to all contracts and all work undertaken by SKWNAPP Creative for its clients.

OUR FEES AND DEPOSITS

A 60% deposit of the total fee payable under our proposal is due immediately upon you instructing us to proceed with the website design and development work. The remaining 40% shall become due when the work is completed to your reasonable satisfaction but subject to the terms of the "approval of work" and "rejected work" clauses. We reserve the right not to commence any work until due first instalment has been paid in full.

SUPPLY OF MATERIALS

You must supply everything we need to complete the project and in the format we need to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to images, content, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount.

Where you fail to supply materials, and that prevents the progress of the work, we have the right to invoice you for any part or parts of the work already completed. You'll review our work; provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together.

VARIATIONS

We are pleased to offer you the opportunity to make reversion to the design. However, we have the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification after approval has been given.

Our website development phase is flexible and allows certain variations to the original specification. However any major deviation from the specification will be charged at the cost of N10,000. A minor change is anything that has to do with adjusting of size, change of placement, moving of component, colour change, image replacement or text change. A major change is an addition of a new feature which has been agreed possible by SKWNAPP Creative e.g. new shipping option, new payment option. This does not mean upgrades of unlimited complexity, but within the measurable framework of the existing content management system.

PROJECT DELAYS AND CLIENT LIABILITY

Any time frames or estimates that we give are contingent upon your full co-operation and complete and final content in photography for the work pages. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.

APPROVAL OF WORK

On completion of the work you will be notified and have the opportunity to review it. You must notify us in via mail of any unsatisfactory points within 7 days of such notification.

Any of the work which has not been reported in writing to us 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 40% balance of the project price will become due.

REJECTED WORK

If you reject any of our work within the 7-day review period, or not approve subsequent work performed by us to remedy any points recorded as being unsatisfactory, and we, acting reasonably, consider that you have been illogical/irrational in any rejection of the work, we can elect to treat this contract as at an end and take measures to recover payment for the completed work.

PAYMENT

Upon completion of the 7-day review period after the website design and development has been completed, we will invoice you for the 40% balance of the project.

WARRANTY BY YOU AS TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks, or any other material that you supply to us to include in your website or web applications.

You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website.

LICENSING

Once you have paid us in full for our work we grant to you a license to use the website and its related software and contents for the life of the website.

SEARCH ENGINES

We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimisation integration according to current best practice.

CONSEQUENTIAL LOSS

We shall not be liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of our contract, however that delay arises.

DISCLAIMER

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise (other than the express provisions of these terms and conditions) relating in any way to the services we provide to you are excluded. Without limiting the above, to the extent permitted by law, any liability of SKWNAPP Creative under any term, condition, warranty or representation that by law cannot be excluded is, where permitted by law, limited at our option to the replacement, repair or re-supply of the services or the payment of the cost of the services that we were contracted to perform.

SUBCONTRACTING

We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.

NON-DISCLOSURE

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

ADDITIONAL EXPENSES

You agree to reimburse us for any requested expenses which do not form part of our proposal including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name registration, web hosting or comparable expenses.

BACKUPS

You are responsible for maintaining your own backups with respect to your website and we will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by us.

OWNERSHIP OF DOMAIN NAMES AND WEB HOSTING

We will supply your account credentials for domain name registration and/or web hosting that we purchased on your behalf when you reimburse us for any expenses that we have incurred.

GOVERNING LAW

The agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of the Federal Republic of Nigeria. You and SKWNAPP Creative submit to the non-exclusive jurisdiction of the courts in and of the Federal Republic of Nigeria in relation to any dispute arising under these terms and conditions or in relation to any services we perform for you.

CROSS BROWSER COMPATIBILITY

By using current versions of well supported content management systems such as, we endeavour to ensure that the websites we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari. Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate we will substitute alternative extensions or implement other solutions, on a best effort basis, where any incompatibilities are found.

E-COMMERCE

You are responsible for complying with all relevant laws relating to e-commerce, and to the full extent permitted by law will hold harmless, protect, and defend and indemnify SKWNAPP Creative and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your or your clients' use of Internet electronic commerce.

TERMINATION OF SERVICES

If the client changes his/her mind about doing work with SKWNAPP Creative during the course of the initial web design or development phase, the client will be responsible for the amount of work already completed. Depending on the amount of work completed at the time of cancellation, this may mean receiving a full refund, a partial refund, no refund, or owing additional fees. In order to protect clients from unintentional service interruption, clients wishing to terminate any services must request the service termination in writing.

NON-PAYERS

If the balance on a completed project has not been paid within ten business days, a 10% penalty will be added. For example, if the remaining balance on a completed project is N1,000, and that

balance has not been paid within ten business days, the new balance on the complete project will automatically be increased to N2,000. Balances that are not paid within 30 days will be reported to a credit bureau. Balances that are not paid within 60 days will be turned over to a collections agency. Clients experiencing financial hardship should contact SKWNAPP Creative to discuss payment options.

PROJECT TIMELINESS REQUIREMENTS FOR CLIENTS

Projects can be hindered if the client does not provide feedback or required elements in a timely manner, such as feedback on a design mockup, requested sitemaps, text to be used as content on the web pages, photos for either the design or for the content, the client's logo, appropriate account login information, etc. For that reason, if SKWNAPP Creative is waiting for content or other piece of information, the client will be notified.

If the client fails to handle the requests within 3-5 business days, the project timeline will be moved in simultaneously. However, if the client fails to handle the requests within ten business days, the project will be frozen and the sum of N20,000 will be made payable to SKWNAPP NIGERIA LTD to resume the project.

PAYMENT GATEWAYS

Clients are required to create merchant accounts with their choice payment gateways and send in merchant IDs for integration at an agreed cost. Interswitch payment gateway(s) integration can be done through SKWNAPP Creative at a discounted rate with free integration if SKWNAPP Creative developed the e-commerce platform.

DISCOUNTS

Logos: This is created at a discounted rate only for clients who have also subscribed to our website development service.

Branding: This discount applies to clients who agree to brand their websites with our business name by way of permitting our business name and URL to be on their website.

Website affiliates: SKWNAPP Creative runs an affiliate system whereby 10% finder's fee is allotted to sealed website jobs referred by such affiliate partners. The commission is only payable after the project has been handed over and referred client has completed payment.

REFUND POLICY

Design: Refund of money paid for any design related job is not possible; therefore, there is a non-refundable policy for any graphic job done by SKWNAPP Creative

Development: refund of money can be made to clients not satisfied with their website requirement (Although we are certain that won't be the case). However, this will less the calculations of the amount of effort and other input invested by the Web design team

WEBSITE MAINTENANCE

This agreement allows for minor web site maintenance to pages over a 1-month period, up to an average of one half hour per regular web site, including updating lines and making minor changes to a sentence or paragraph. It does not include updating or replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, and navigation structure changes, attempted updates by client repairs or web design projects delivered to the client via diskette. The period of 1 month begins on the date the client's web design site has been published to client's hosting service or 30 days from the date this agreement was signed, whichever comes first. If the client's web design package includes database access using Server Side Script, then very minor page code changes will be accepted under this maintenance plan. Major page code and/or database structural changes will be charged accordingly.