

Our SIMPLE! Agreement

EBWAY CREATIVE SOLUTIONS, INC.



OVERVIEW:

This agreement covers our basic Service Plans. By signing this agreement, you are also agreeing with our End-User-Agreement located here: <http://ebwaydev.com/end-user-agreement> and our Terms-of-Use located here: <http://ebwaydev.com/terms-of-use>. Upon receiving the first payment (deposit) and the materials requested within your New Client Information Packet and/or Project Scope we can schedule your project. Your website setup plan includes the creation of a pre-built or custom site which we call a "Skin" or "Theme". For more details, please refer to your "Project Scope" for the deliverables of your new Online Business Builder™. Welcome to the family!

MONTHLY PLANS:

EBWAY will provide Technical Support on a monthly basis (see plans - <http://ebwaydev.com/pricing>); keep your site up to date with Security Releases and new Software Releases as needed for as long as your account is current. Please be advised that we do not update your sites content, pictures, and/or code in anyway unless otherwise stated in the Project Scope. New content, additional design work and other forms of design additions are not covered and will require a "Change Request Form" located at www.ebwaydev.com.

Optional - Additional Charges and/or Fees:

- If you have changes that need to be made after the 15-Day grace period (see Guarantee) an additional fee will apply.*
- For Video and Audio there may be an additional fee based on where it's hosted and how it's delivered.*
- If your requested changes/additions are not outlined in your Project Scope, an additional fee will apply.*
- If client supplied content (pages) must be re-typed, an additional fee will apply.*

**The Fee for these Services is \$100/hr with a minimum 1Hour service fee.*

The Website software gives you full control of your websites pages, pictures, and more. EBWAY also offers additional and advanced training in 2 hours sessions for \$175 per session.

ADDITIONAL TRAINING:

The Online Business software gives you full control of your websites pages, pictures, emails, crm, marketing, and more. With your sing-up you receive Two (2) – 1 Hour Training Sessions (over a 30 day period). EBWAY also offers additional or advanced training in 2 hours sessions for \$175 per session. Training must be scheduled in advance and is subject to EBWAY availability. - **We also provide monthly Webinars, WIKIS, and Forums that our clients may attend at no additional charge!**

PAYMENTS:

Your monthly fee for the plan chosen is billed every 30 Days after original sign up date. You can pay by automatic credit card billing each month or pre-pay for a year in advance. Our monthly fee includes website hosting, security updates, all of the tools within our control panel and Technical Support. As a Member using the Website tools you will also receive a discount on additional design and creative work at the rate of \$85 per hour (normally \$125/hr).

Under normal circumstances the monthly fee will start when your site goes live or when a domain name is added to the site.

PROJECT "HOLDS":

Upon each stage of the development cycle, EBWAY will require a sign-off signature that states you are satisfied with the development and EBWAY may move forward. If the project is delayed more than 15 days and/or put on hold due to no-signs EBWAY may put the project into a "Hold" status. This means EBWAY will re-schedule the project based on availability and the client may incur an additional cost of \$1,000.00.

IF THIS IS A NEW WEBSITE:

It is encouraged that clients return the materials requested for set-up within 15 days of receiving the "New Client Information Packet" so we can properly schedule the project. After we receive the "New Client Information Packet" and all materials requested in the packet EBWAY will schedule your website for a build date. For further details, please refer to your Project Scope. FYI: If you need graphics, please feel free to visit www.iStockPhoto.com

PAST DUE:

If your credit card fails the site will remain on for a period of time, but the editor and management tools will be turned off. If your account is more than 7 days past due, we will be unable to perform any updates or regular monthly services. Service will be suspended (website not online) if your account is more than 15 days past due. We will notify you by email at 30 days and at 60 days we will completely remove your website from our system and the site will be deleted.

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DOMAIN NAMES:

For new domain names there is a one-time set-up fee of \$50.00. This fee applies to new and transferred domain names only. Although domain names cost about \$10 a year, if we have registered your domain name on your behalf we will make sure to renew it each year while you are a customer at \$49.95 per year and auto-bill your credit card. If you decided to leave our service at anytime the domain name is yours to take with you to your new service, *provided that your account is current*.

We suggest you purchase your domains and handle them in-house via our partner 1&1 (http://www.1and1.com/?k_id=16004400) EBWAY would prefer not to handle your domain name.

GUARANTEE'S & BENEFITS:

EBWAY will provide Technical Support via our Support Portal. EBWAY will make changes to the existing content of your website (pages and supplied images only) at no additional charge for the first 15 days the site is live, within reason. Development & Creative work is billed at our studio rates, including consulting and phone time. We will always provide a quote prior to doing the work.

Although your professional email accounts will work with almost any POP3 product or solution we do not support Outlook or any 3rd Party products. We provide full support for our solutions only, including Web Mail.

CANCELATIONS:

If you used a Pre-Built Template the rights will remain with EBWAY Creative Solutions, Inc. unless otherwise stated in your Project Scope or unless purchased from EBWAY. The control panel, ecommerce tools, databases, data, all proprietary code and programming remain property of EBWAY Creative Solutions, Inc. Any content, graphics, code, or assets you have provided will remain yours to keep, as well as, your domain names. Once a website is moved from our servers, you are solely responsible for it's condition.

CANCELTION NOTICE:

We ask that you give us 30 days notice prior to the date you would like to terminate your service. Service will terminate on the last day of the month, provided your account is up to date. If your domain name is managed by EBWAY, EBWAY will provide a "Transaction and Authorization Key" for you to move your domain name to another hosting company of your choice. The Client must move the domain name away from EBWAY within 30 days of cancelation or the domain may be lost. *IMPORTANT: After 30 days EBWAY will no longer be held responsible for the domain name or website content of the clients account.

To acknowledge you have read and understand the basic terms and conditions of our "SIMPLE! Agreement", please fill out the information below, print, sign, and fax back to your designer or Toll Free at (888) 329-2926.

AUTHORIZATION of AGREEMENT

Company Name: _____

Name: _____ Title: _____ Date: _____

** By signing above I agree to the terms and conditions set forth in this agreement, EBWAY Terms-of-Use, EBWAY End-User-Agreement and the system specifications as set forth within the "Project Scope". I am also authorizing EBWAY to charge my credit card on a monthly basis for as long as I stay a member and use the website management software.*

EBWAY Creative Solutions, Inc.

Phone: (888) 329-2926

Fax: (970) 315-0409

Email: Info@EbwayDev.com

Support: <http://EbwayDev.com/Support>