



Website Development and Hosting Agreement

Client Details

Business Owner: _____

Business Name: _____

ABN: _____

Contact Number: _____

Postal Address: _____

Email Address: _____

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Any attachments are to be signed by both parties and placed at the end of this document

Client Signature

Date

Provider Signature

Date

Mutual Nondisclosure Agreement

This agreement is entered into as of the date below by and between

Tweak Geek IT and _____

With respect to certain Confidential Information (as defined below). In consideration of the mutual promises and covenants contained in this Agreement and good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.1 In connection with discussions between the parties concerning a possible business transaction (the "Purpose"), each party to this Agreement may wish to disclose certain proprietary and other Confidential Information (as defined below) to the other party on a confidential basis.

1.2 As used herein, the following terms shall have the following definitions:

"Disclosing Party" means the party disclosing such information and "Receiving Party" means the party receiving such information. "Disclosing Party" and "Receiving Party" also includes all affiliates and subsidiaries of each.

"Confidential Information" includes, without limitation: (i) the existence of this agreement and discussions between the parties; (ii) non-public information that the Disclosing Party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential; (iii) non-public inventions, patents, patent applications, trade secrets, discoveries, "know-how", source code, technology, improvements, ideas, samples, media, techniques, sketches, drawings, works of authorship, and software programs; (iv) each party's respective information concerning business plans, marketing strategy, research, development, financial information, customer lists, investors, employees, business and contractual relationships, sales and merchandising, and any information the Disclosing Party provides about third parties; (v) any tangible materials incorporating the foregoing information, including without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. "Confidential Information" shall not include any information that: (i) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed Disclosing Party; (ii) is known to Receiving Party without restriction prior to Disclosing Party's disclosure of such information to Receiving Party as shown by Receiving Party's written records; (iii) is known to Receiving Party from a source other than Disclosing Party and other than by a breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party without use of any Confidential Information.

1.3 The Parties agree that the Confidential Information is the confidential and proprietary data of the Disclosing Party and that the Confidential Information will be used solely for the Purpose and for no other reason. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party, in whole or in part, including derivations, to any third party. The Receiving Party shall use such degree of care as is reasonably calculated to prevent inadvertent disclosure of the Confidential Information of the Disclosing Party but no less than the same degree of care in safeguarding the Confidential Information as the Receiving Party uses for its own Confidential Information. The Receiving Party shall limit disclosure and access to the Confidential Information to its employees, and representatives who are directly involved in the consideration of the Confidential Information on behalf of the Receiving Party to effectuate the Purpose and who have been informed of and agree to honor the Receiving Party's duty of care hereunder and the duty not to disclose. Upon discovery of any unauthorized disclosure of Confidential Information by its employees or representatives, the Receiving Party shall use its best efforts to prevent any further unauthorized disclosure

Neither party shall disassemble, decompile or otherwise reverse engineer any software product or code of the other party. Confidential Information shall not be reproduced in any form except as necessary to accomplish the Purpose.

- 1.4** All Confidential Information is and shall remain the sole property of the Disclosing Party. No rights, express or implied, are granted in the Confidential Information to the Receiving Party except as may be specifically granted for the limited purpose of effectuating the Purpose.
- 1.5** Each party represents and warrants that it has the right to disclose any information provided to the other party. The Receiving Party further represents and warrants that it will have in place appropriate written confidentiality agreements with its employees, consultants and other representatives so as to comply with all of the provisions of this Agreement. Each party shall indemnify and hold harmless the other party from and against any breach of the representations and warranties contained in this Section.
- 1.6** Within five (5) business days after being so requested by the Disclosing Party, the Receiving Party will either 1) return the Disclosing Party's Confidential Information; or 2) destroy all Confidential Information and certify such destruction in writing. Except to the extent advised in writing by counsel that such action is prohibited by law, the Receiving Party will also destroy all written material, memoranda, notes and other writings or recordings, including any materials based upon, containing or otherwise reflecting any of the Confidential Information.
- 1.7** Each party agrees that, in the event of any breach of any provision hereof, the aggrieved party will not have an adequate remedy in money or damages. Each party therefore agrees that, in such event and in addition to any other remedies it may have, the aggrieved party shall be entitled to seek injunctive relief without the necessity of posting a bond even if otherwise normally required.
- 1.8** Unless otherwise agreed by the Disclosing Party and the Receiving Party, all Confidential Information is provided "AS IS" without warranty of any kind, and Receiving Party agrees that neither Disclosing Party nor its suppliers shall be liable for any damages whatsoever arising from or relating to Receiving Party's use or inability to use such Confidential information.
- 1.9** The parties agree to comply with all applicable laws that apply to the Confidential Information, or any product (or any part thereof), process or service that is a product of the Confidential Information.
- 1.10** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. The waiver of any provision shall not be construed as a waiver in any other instance. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall not be modified except by a written agreement signed by both parties.
- 1.11** This Agreement shall be construed and controlled by the laws of the State of New South Wales, Australia and the parties further consent to exclusive jurisdiction and venue in the courts of appropriate jurisdiction in the State of New South Wales, Australia. Each party waives all defenses of lack of personal jurisdiction and forum non-convenience.
- 1.12** This Agreement does not in any way bind the parties to enter into a business relationship of any nature with the other. Nothing herein or any other verbal representations made by either party shall be construed as a binding commitment to establish a business relationship.
- 1.13** This Agreement shall remain in force for the period of five (5) years from the date set forth below.

Client Signature

Date

Provider Signature

Date

Terms and Conditions

Hosting

- 2.1 You agree not to host or link to copyrighted or pornographic material on your website at any period while hosting is provided by Tweak Geek IT. If at any time you are found to breach this condition your hosting will be immediately suspended without prior notice until the offending material or hyperlinks are removed.
- 2.2 You agree not to host or link to spam bots, malware, spyware or similar data mining and phishing material on your website at any period while hosting is provided by Tweak Geek IT. If at any time you are found to breach this condition your hosting will be immediately suspended without prior notice until the offending material or hyperlinks are removed.
- 2.3 You have the right to terminate your account and or move your website to another hosting provider at any time during your hosting period. Any remaining hosting duration at the time of transfer is non refundable or transferable to another service.
- 2.4 Hosting fees are to be paid 12 months in advance. The initial hosting billing cycle will commence once your website is transferred to a Tweak Geek IT hosting server.
- 2.5 Hosting packages vary in allocated disk space and monthly bandwidth quota and may be upgraded within 48 hours of receiving a hand written, emailed or telephone request. Your initial hosting package features will be detailed on page 6 of this document.
- 2.6 Tweak Geek IT will perform incremental backups of your websites directory on a daily basis and full directory and database backups will be performed weekly. The backup files will be stored on a secure off line server operated by Tweak Geek IT.

Copies of your backups can be made available upon request in the form of an optical data disk at a cost of \$20 per copy to cover materials, processing and postage.

- 2.7 Tweak Geek IT will endeavour to provide a minimum hosting server uptime of 99% with a 1% maintenance or unforeseen outage downtime allowance.

In the event of a catastrophic server failure requiring a substantial repair time interim hosting services will be provided via an alternate server using your websites most recent directory and database backup.

Website Development

- 3.1 All materials including logos, images and written content must be submitted in a timely manner to allow for website completion within a period of no more than 6 weeks from the date that this document is signed unless otherwise specified on page 7.
- 3.2 All submitted materials will remain the property of the signatory of this document unless otherwise specified as further detailed on page 5 of this document.
- 3.3 Tweak Geek IT will fulfil the requirements of this document in regards to the design and construction of a website that meets the outlined specifications and timeframe as detailed on page 7 of this document.
- 3.4 Failure to deliver the required materials and content to Tweak Geek IT within the 6 week time limit without prior notice or alteration to the set duration as outlined on page 7 will result in the website being published in an unfinished state and any outstanding balance to be paid within 10 business days of this documents set completion date.

Client Signature

Date

Provider Signature

Date

Copyright and Ownership

- 4.1** Any materials submitted to Tweak Geek IT during the design phase must be the intellectual property of the signatory of this document or be accompanied by written permission of the copyright holder. Copyrighted materials may include but are not limited to: images, written content and html code and various associated scripts.
- 4.2** Both the website and submitted material hosted on the aforementioned website shall remain the intellectual property of the signatory of this document unless otherwise specified on page 7 of this agreement.
- 4.3** Tweak Geek IT is in no way liable for damages resulting from infringement of intellectual property laws pertaining to content submitted by the signatory of this document.
- 4.4** Tweak Geek IT retains the right to claim copyright on any materials produced by Tweak Geek IT during the design phase, said materials may include but are not limited to: images, written content and html code and various associated scripts.
- 4.5** As the website designer Tweak Geek IT requires a footer link in the form of text or image hyperlink to remain visible in the footer at all times and on all pages of the website unless otherwise specified on page 7 of this document.
- The aforementioned hyperlink must not be tampered with in any way in regards to size, placement or resolving link address.
- 4.6** Tweak Geek IT reserves the right to suspend hosting services without notice for violation of intellectual property laws.
- 4.7** Tweak Geek IT reserves the right to take legal action against the signatory of this document if deemed necessary as the result of infringement of intellectual property belonging to Tweak Geek IT.
- 4.8** Tweak Geek IT reserves the right to take legal action against the signatory of this document for the recovery of legal expenses or monetary loses or fines incurred resulting from the signatory violating the intellectual property laws of others.

Client Signature

Date

Provider Signature

Date

Package Overview and Financial Details

| Product | Package Name/Description | Cost (AUD) |
|--------------|--------------------------|------------|
| Domain Name: | | |
| Web Hosting: | | |
| Web Design: | | |
| Add-ons: | | |
| | | |
| | | |
| | | |
| | | |

Sub Total \$ _____

GST \$ _____

Total \$ _____

Tweak Geek IT requires a minimum deposit of 20% before the commencement of any work outlined above

Minimum Deposit Required \$ _____

Please forward payment to the PO Box: 1695 Bathurst NSW 2795 or EFT to the account details below

Greater Building Society
 Account Name: Tweak Geek IT
 Account Number: 716 505 359
 BSB: 637 000

Please use your business name as the deposit description.

 Client Signature

 Date

 Provider Signature

 Date

