



Client Agreement

This agreement is established on 08/02/2021 between Vader Studios ABN 58 058 724 713 (referred to hereinafter as "Company") and the Client (referred to hereinafter as "Client").

Services Rendered

The Company agrees to perform web development services (referred to hereinafter as "Services") agreed upon with the Client which may include but are not limited to:

- Web Development (business premium), design, layout, and production including gallery and slides – Mobile and tablet friendly website (unlimited pages)
- Social media links on website
- Technical support (12 months)
- Basic SEO and Copywriting package
- Graphic design (website)
- CMS (Content Management System)
- Tenant directory / stores page (including website links)
- Contact page
- What's on page

Total package - NIL

The free website offer is valid under a 12 month annual website maintenance agreement as per the following:

- Uploading centre and retailer promotions
- General website maintenance / updates
- Maintaining security updates
- Full graphic design (website only)

Total package - \$5,100 Payment

The Client and Vader Studios agree that Website Development Services described shall be completed for \$0, under the 12 month website maintenance agreement \$5,100, payable to the Company. The Client agrees to pay the Company for Services described in the quote submitted to the Client, once the quote has been agreed upon in writing by the Client. On signing the new client agreement, The Client agrees to pay the account in full prior to commencement of website design services. (Monthly instalments of \$425 per month over 12 months can also be arranged with the initial instalment due upfront).

Performance

The Company will submit Services based on turnaround times stated in estimates submitted to the Client. The Client is to provide the Company with all data required to complete Services, including but not limited to text, code, graphics, videos and images.

Web Development Standards

All services described herein are to be performed by the Company in accordance with the most commonly accepted standards and practices of the Web Services Industry. The Company will use the most universally accepted website design technologies to satisfy the broadest market possible - meaning web pages affected by Services rendered will look and act the same on over 95% of all web browsers in use at any given time.

Web Developer Credits

For a period of at least 12 month (s) beginning on date of written consent to allow Web Developer Credits, and as long as the Company is performing Services for the Client, the Client agrees to allow the Company to claim credit for Services rendered by posting a link, visible to search engines, to the Company on the Client's Site, social medial and in author meta tags of Client's Site.

Warranties and Liability

The Company does not warrant the functions of the Client's Site will meet the Client's expectations of traffic or resulting business. In no event will the Company 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 the Client's Site or any of its web pages, even if the Company has been advised of the possibility of such damages.

Cancellation

If the Agreement is cancelled by the client prior to the contract end date, the Client forfeits any payments made and will be held liable for breach of contract and a refund will not be offered. Any outstanding payments will be due and payable immediately to the client for the full term of the contract. If the Company cancels the contract or fails to meet the obligations as outlined in "services rendered" above", the Company will be held liable for breach of contract.

Trademarks and Copyrights

The Client represents to the Company and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Company for inclusion in web pages are owned by the Client, or the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Company from any claim or suit arising from the use of such elements furnished by the Client. The Company initially owns copyright to the assembled work of Services produced by the Company. Upon payment for Services rendered, all rights owned by the Company as to Services rendered for the Client's Site transfer to the Client.

Additional Services

The terms and conditions set forth in this document constitute the sole agreement between the Company and the Client regarding the Client's Site. Any additional work not specified in this contract must be authorized by both original parties in writing. Any additional Services required beyond what is specified in estimates submitted to the Client will be charged at an additional rate and quoted separately as agreed by both parties.

Ownership

On completion of the website, and once all outstanding payments have been made by Client to the Company, the website will be deemed the property of the Client.

Domain* Name & Hosting**

12 months Hosting and SSL are included in this agreement. Domain Name, SSL and Hosting renewal is the responsibility of the Client.