

# Contract

Between us AIO Collective Kuczmińska Witkowska sp.j. and you [...]

## Summary:

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

## So in short;

You [...], located at [...] are hiring us (AIO Collective Kuczmińska Witkowska sp.j represented by [...]) located at 33-100 Tarnów, ul Rogoyskiego 25A/16 Poland to design and develop a template based (MINIMAL001) website from aiocollective.com for the estimated total price of [...] as outlined in our previous correspondence. Of course it's a little more complicated, but we'll get to that.

## What do both parties agree to do?

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we need. 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. You also agree to stick to the payment schedule set out at the end of this contract.

**Us:** We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

## GETTING DOWN TO THE NITTY GRITTY

### How We Work

We set up a beta version of your website on our web server. We compose and upload your content and select suitable photographs. If necessary we design and develop custom tailored solutions. We test, debug and deliver you a working website, which you can edit and expand by yourself.

Because we like to work on clear principles, which allow us to provide a high quality product and the solid work for worthy payment, we divide our work into stages. At each stage we issue an

invoice in advance. Not paying the invoice within the time limit will result in cessation of work. In that case the date of final publication will be shifted.

Invoice for the first stage will be issued immediately and it is both; an advance and the confirmation that we are committed to reserve time for you and perform a specific job.

You'll have plenty of opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point and cancel this contract.

### **Text content**

Unless agreed separately, we're not responsible for inputting text or images into your content management system or creating every page on your website.

### **Graphics and photographs**

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries.

### **Browser testing**

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

### **Desktop browser testing**

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. We'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We won't test in other older browsers unless we agreed separately. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

### **Mobile browser testing**

Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our designs in:

iOS 9: Safari, Google Chrome

Android: Google Chrome

We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we agreed separately. If you need us to test using these, we can provide a separate estimate for that.

### **Technical support**

We're not a website hosting company so we don't offer support for website hosting, email or other services relating to hosting. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't, we can help you find a suitable solution. We will set up your site on a server, plus any statistics software such as Google Analytics. In order to do that we will need following information:

Login and password to your web server admin account,

or

login and password to your ftp server and login, address and password to database.

### **Search engine optimization (SEO)**

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines.

### **Changes and revisions**

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the number of days that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for those additional days.

### **Legal stuff**

We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

### **Copyrights**

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. Then, when your final payment has cleared, copyright will be automatically assigned as follows:

We'll own the unique combination of these elements as well as the original template design that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

We decided to take advantage of the author's personal rights and sign our work with the "created by PIX+" in the website's footer. You agree to not remove this sign.

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

### **Payment schedule**

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

1 stage - [...] paid in advance. After receiving this payment we will setup beta on our server with the functionality to present cars in maximum 7 work days.

2 stage - [...] when website is ready to be published, just before we move it from development to live server.

We issue invoices electronically. Our payment terms are 7 days from the date of invoice by PayPal or the SWIFT international payments system. All proposals are quoted in € Euro and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of 5% per month or part of a month.

### **But where's all the horrible small print?**

Just like a parking ticket, you can't transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of Polish courts.

Signed by and on behalf of AIO Collective

.....

Signed by and on behalf of [...]

.....

Date [...]

Everyone should sign above and keep a copy for their records.