



## Oasis Interactive Service Contract

### Section 1. Relationship of Parties

This Contract for services is a legally binding agreement between Oasis Interactive, LLC (hereafter referred to as "OI") and the organization listed in our estimate(s) (hereafter referred to as "Client"). OI and Client have a vendor/client relationship wherein OI acts as an independent contractor.

### Section 2. Payment and Collection of Fees

**2.1. Payment Methods Accepted.** The forms of payment OI accepts include cash, business check and credit cards (Visa, MasterCard, American Express and Discover).

#### 2.2. Traditional (custom, à la carte) Website Design/Development Project:

- OI will create an estimate before beginning work.
- Estimate(s) may not reflect the actual project total or final invoice.
- Any products or services provided beyond the specific scope originally agreed upon will incur additional costs.
- **A non-refundable retainer deposit** based upon the estimate(s) is required for every project before commencement of work by OI. By paying this retainer deposit Client is consenting to:
  - Contract with OI to provide services
  - Comply with our policies and procedures
  - Pay for ALL services rendered in full
  - Participate in the creative, technical, administrative, and collaborative process of building a website that suits their needs based on the project estimate and related scope of work (SOW) \*
- Unless Client has made alternate arrangements with OI, all outstanding invoices not paid by the end of the beta testing period will automatically be charged to Client's credit/debit card.
- Change orders will be invoiced as soon as they have been completed.
- OI delivers final projects to clients only after all outstanding payments have been processed.
- OI uses the following, milestone-based payment schedule for all website build projects:
  - Project Start (Contract signing): 50% (non-refundable deposit)
  - Page Template(s) Design Completion: 10% \*\*
  - Website Design/Development Completion: 30% \*\*\*
  - Website Sign-Off/Beta Testing Completion: 10% (required **before** we live publish)

\* If Client becomes non-communicative at any point, and in so doing prevents OI from completing the SOW we were hired to complete, the project will be indefinitely suspended and put at the back of our work queue. At such time as the communication and interaction required to complete the project resume, a five hundred (500) dollar payment will be required to re-activate the project.

\*\* This amount is due upon completion of the work OR twenty-one (21) days after Contract has been signed, *whichever comes first*, assuming the project does not require more than the standard, sixty (60) day production schedule. Client's failure to provide the requested feedback on this phase of the project by the deadline will not delay production.



\*\*\* This amount is due upon completion of the work OR forty-two (42) days after Contract has been signed, whichever comes first, assuming the project does not require more than the standard, sixty (60) day production schedule. Client's failure to provide the requested feedback on this phase of the project by the deadline will not delay production.

### 2.3. Website Design Bundled Packages:

- **A non-refundable one-time set up fee is due in full** before commencement of work by OI. By paying this fee Client is consenting to contract with OI to provide services, agrees to comply with our policies and procedures, and commits to paying for all services rendered in full.
- Monthly fees are non-refundable and will be charged to client's card on the same day every month until service is canceled.
- Monthly services are provided based on a twelve (12) month contract. If client cancels prior to the end of the twelve (12) month contract, client will still be responsible for all remaining months. OI will charge the full amount remaining to the credit card on file.
- The monthly services are renewed automatically on your annual anniversary date. Packages that initially came with a website design will convert upon renewal to include only the monthly services portion at the monthly rate. There will be no additional set-up fee.
- Client has up to seven (7) days after contract renewal to cancel in writing via mail or postal mail. If not canceled within that time client will be responsible for an additional twelve (12) months of payments.
- **Upgrading:** You can upgrade to a higher monthly plan at any time. When you upgrade you are entering into a new contract for an additional twelve (12) months. When upgrading your plan we waive the months remaining in your previous contract.
- **Downgrading:** You can only downgrade to a lower monthly plan at the end of your twelve (12) month contract.

### 2.4. Monthly Service Packages:

- By paying the monthly fee Client is consenting to contract with OI to provide services, agrees to comply with our policies and procedures, and commits to paying for all services rendered in full.
- Monthly fees are non-refundable and will be charged to client's card on the same day every month until service is canceled.
- Monthly services are sold on a twelve (12) month contract. If client cancels prior to the end of the twelve (12) month contract, client will still be responsible for all remaining months. OI will charge the full amount remaining to the credit card on file.
- The monthly services are renewed automatically on your annual anniversary date.
- Client has up to seven (7) days after contract renewal to cancel in writing via mail or postal mail. If not canceled within that time client will be responsible for an additional twelve (12) months of payments.
- **Upgrading:** You can upgrade to a higher monthly plan at any time. When you upgrade you are entering into a new contract for an additional twelve (12) months. When upgrading your plan, we waive the months remaining in your previous contract.
- **Downgrading:** You can only downgrade to a lower monthly plan at the end of your twelve (12) month contract.



## 2.5. Website Hosting:

- One (1) year service contract required, regardless of payment schedule (monthly or annually).
- Payable via credit or debit card only.
- Billed in advance on a recurring monthly or annual basis.
- Client may cancel web hosting service within seven (7) days of signing Contract to receive a pro-rated refund. No refunds will be issued after seven (7) days for clients billed annually. A three (3) percent processing fee will be deducted from all refunds on annually billed web hosting services that exceed two hundred fifty (250) dollars. Clients billed monthly will receive a pro-rated refund for all unused service.

**2.6. OI does not provide email hosting.** Client must acquire 3<sup>rd</sup> party email hosting. OI will configure domain names we manage as needed so domain-based email is routed properly.

**2.7. Other Services.** All other services will be billed according to the provided estimate(s). A deposit may be required at the discretion of OI. Hourly work is billed based on actual time spent and a thirty (30) minute minimum is required. All work is due immediately upon invoicing by OI.

**2.8. Invoice Due Dates.** Invoices are due upon receipt unless otherwise specified and they must be paid within thirty (30) days. Client accounts are considered delinquent if not paid within forty-five (45) days of invoice. Delinquent accounts accrue a twelve (12) percent per annum finance charge until the balance is paid in full. OI reserves the right to remove published projects from viewing on the Internet until final payment is made. Accounts may be sent to a collection agency once they are sixty (60) days past due, and in such cases, Client agrees to reimburse OI for all fees incurred in that process.

**2.9. Returned Payments.** If Client payment is returned for non-sufficient funds or for any other reason a thirty (30) dollar charge will be added to Client's balance and the problematic form of payment will no longer be accepted.

## Section 3. Project Execution

**3.1. Requirements to Begin Production.** Production work will not begin until **ALL** of the following requirements have been met:

- Client has accepted the *Proposal or Estimate(s)* provided by signing this Service Contract.
- OI has received the required deposit(s).
- Client has completed a Discovery Meeting in-person, over the phone, or via Zoom. \*

\* This meeting is a mandatory pre-requisite to beginning every project because we need to fully understand your business in order to deliver results. The Discovery Meeting will help us identify your primary challenges and needs, business goals and objectives, product(s)/service(s), unique value proposition, target audience, and top competitors.

**3.2. Start and Completion of Services.** Client acknowledges that OI's start and completion of the Services are dependent upon Client providing materials including but not limited to text, images, videos, and any special input and instructions regarding said content, (collectively, "Content"), including timely approvals from Client.



**3.2.1. Client Dependencies.** All work performed by OI is scheduled on a first-come, first-served basis, and all active projects are placed in a work queue. The following dependencies will affect how long each project takes to complete, as well as the total cost:

- Preparedness of Client
- Responsiveness of Client
- Adherence to original scope of work (SOW)

Any delay or non-responsiveness by Client will affect the completion of the Services. In the event that Client does not provide OI with all requested Content and other information needed to complete the project within twenty-one (21) days of signing this Web Services Contract, Client agrees that OI may use filler content and/or configuration of OI's choosing to complete the Services. In the event of any such delay by Client, Client agrees to be responsible for OI's fees and any additional costs incurred for any additional work required to be done by OI.

All additional work necessitated by Client's delay shall be billed in addition to the original project estimate or proposal. Client acknowledges that OI is not responsible and agrees to hold OI harmless for any delays or damages resulting from Client's failure to make such submissions in a timely manner.

**3.2.2. Content Delivery.** Client must provide OI with final, web-ready content within twenty-one (21) days of signing this Web Services Contract via the delivery mechanism(s) specified by OI.

Content is defined as but not limited to all text, multimedia items, artwork (including but not limited to logos, photography, illustration and corporate branding elements) and any other material needed to complete the project. ***Content production is NOT included in the website design price; Client is responsible for providing content unless Client is contracting with OI for that service specifically in the estimate.***

**3.2.3. Design and Configuration Information Delivery.** If required for the project Client must provide OI with all necessary design and configuration information within twenty-one (21) days of signing Contract so OI can complete the project in a timely fashion. Beginning twenty-two (22) days after Contract execution OI will complete project using our best judgment which may include but not be limited to selecting a theme and configuring plugins. If critical information is not provided which prevents us from completing configuration, we will leave it unconfigured and will not be responsible for those settings. Client will be charged by the hour at OI's standard rates for all changes to the template, design or configurations due to information being provided twenty-two (22) days or more after Contract execution.

Design and configuration information is defined as but not limited to all design and configuration worksheets requested by OI, theme/template selection and merchant account details (for e-commerce websites). ***Custom coded plug-ins and templates are NOT included in the website design price; OI will utilize prebuilt templates and plug-ins unless Client is contracting with OI for custom programming and/or graphic design services specifically under a separate estimate.***



**3.3. Project Delays.** If unexpected circumstances arise which require that OI be given more time to complete the SOW than originally estimated OI will notify Client via e-mail, and the project will be considered complete when OI finishes production and beta. In the event that Client does not provide all content or configuration information the Client's project will be considered complete when all provided information has been entered or on day sixty (60) whichever comes first. No refund will be given, and final payments will be due at that time and Client's website will be published as-is or provided to Client electronically.

**3.4. Changes/Additions to Agreed upon Services.** If Client submits any change requests beyond the SOW as defined in the estimate(s), **additional fees will be charged according to OI rates.** Change orders **must be** submitted in writing via OI help desk system. OI will confirm receipt and acceptance of such project modifications including additional costs within five (5) business days. If Client does not receive this confirmation from OI then Client will be responsible to contact OI and follow-up until both parties understand and have agreed to the change order.

***Change orders constitute a separate SOW, and as such they will be managed independently from the original project after it has been completed.***

In the event Client wishes to make changes to any work by OI that has already been approved and accepted by Client including, but not limited to, design, graphics, text, layout of a site, SEO or campaign strategy, or, if in the opinion of OI, any item of work requested by Client is not within the scope of the original project, Client agrees to pay OI at the published hourly rate in addition to any costs incurred by OI.

**3.5. Meetings and Approvals.** Client agrees to meet with OI as required by OI until the project is completed. Milestone approvals and sign-offs must be responded to within dates specified by OI. A non-response by Client to a requested approval or sign-off shall constitute that milestone or sign-off is approved by Client.

**3.6. Conditions Affecting Performance.** Certain conditions beyond the control of OI may affect OI's ability to perform obligations provided for under this Agreement. These conditions may include, but are not limited to, labor shortages, Internet outages, change in supported technologies, Acts of God or circumstances or causes beyond the control of OI. OI shall not be liable for and Client agrees to hold OI harmless for any delays, cancellations, or terminations that result in damages of any kind to Client as the result of any such conditions or circumstances.

**3.7. Final Product Testing.** ***Client agrees that Client shall test the functionality of any website or computer application created by OI to ensure that it is working pursuant to the Client's needs before it is used for Client's business or other related purposes.*** If Client discovers that any website or computer application created by OI for Client is not functioning properly, Client shall immediately notify OI in writing. ***Client agrees that if Client fails to test the functionality of any website or computer application and suffers damages as a result, Client shall hold OI harmless from any and all damages of any kind suffered by Client.***



## Section 4. Company Policy

**4.1. Illicit, Illegal and Harmful Content and Activity Is Forbidden.** OI reserves the right to terminate a web hosting account immediately and without advance notice if it finds any of the following material or activity on Client's web hosting account including but not limited to:

- Content that promotes or incites hatred, violence, racism, anarchy or terrorist propaganda
- Content related to witchcraft or the occult
- Pornographic content or images
- Excessive profanity
- Endorsement or promotion of illegal drugs or drug paraphernalia
- Software infected with viruses, spyware or malware
- BitTorrent/warez/illegal distribution of copyrighted material such as music, movie, video games or software licenses/registration keys
- Hacking/cracking content
- Malicious scripts
- Spam

If such content or activity is found on Client's site OI will notify Client of the account termination and no refund will be issued for unused service remaining on Client's web hosting contract.

**4.2. Contact Information.** It is Client's responsibility to keep OI apprised of current contact information for employees working with OI, including the following:

- Mailing address
- Phone number
- E-mail address
- Contact name
- Role/title

**4.3. E-mail Communication.** E-mail is our primary method of communicating with clients regarding ongoing project work. It is imperative that Client check e-mail regularly and respond promptly when asked to take action or give input. OI will not be held liable for e-mail communications not received by Client.

**4.4. Active Client Portfolio.** OI reserves the right to display Clients name and a screen capture of their project on its website for marketing purposes.

**4.5. OI Credit for Services Rendered.** OI reserves the right to place a text statement at the bottom of Client web pages giving it credit for work performed. If Client does not agree to this common professional courtesy Client must specifically opt-out by e-mailing their objection to OI within five (5) business days of signing this Contract. Failure to opt-out in this manner will signify Client consent.

**4.6. Pricing, Company Policy, And This Contract Are Subject to Change.** OI reserves the right to change its pricing, company policies and this Contract at any time without advance notice. Price changes do not apply to web development projects currently in production.



## **Section 5. Warranty, Representations and Disclaimer**

Websites are tested prior to delivery to ensure they display correctly on mainstream web browsers and that all hyperlinks, navigation and features function correctly. ***OI does not warranty sites past delivery to Client and is not responsible or liable for future website issues.***

Client acknowledges and agrees that OI has no control of changing external economic and social factors that can affect Client's business, and that any of the services and products that OI provides cannot and will not guarantee that Client's sales, revenue, income, or business activity will increase. Client further acknowledges and agrees that OI has made no representations or guarantees that any Services provided by OI will improve Client's ranking or placement on any Internet search engine.

## **Section 6. Scheduled Maintenance and Downtime**

Software updates, security patches and other upgrades must be installed on occasion to ensure the highest level of reliability and performance for all OI web hosting clients. Such maintenance will require that the affected websites be taken offline. Maintenance of this nature shall be scheduled in such a manner as to have the least impact on OI clients.

In most cases downtime duration should be thirty (30) minutes or less but it may be longer if complications or other issues arise. Downtime may also occur as a result of problems caused by Client, power outages and other unforeseen circumstances, and in such cases OI shall not be held liable.

## **Section 7. Intellectual Property Ownership**

**7.1. Works Made for Hire.** OI develops new projects as "works made for hire" according to United States Copyright Law. For this reason, all finished work product deliverables will be exclusively owned by Client. On some projects OI may use source code, images, multimedia elements or other Product(s) it has previously created. These Product(s) will remain the exclusive property of OI, though Client will have license to use such items only on the project OI develops for Client. In such instances, OI retains ownership of the Product(s) and the exclusive right to re-use, modify and sell the Product(s).

**7.2. Native/Source Files Not Provided.** When Client hires OI to develop any branding or marketing collateral elements, OI will provide the finished work product(s) in all appropriate file formats as required by commercial printing companies. Signage, business cards, stationery, tri-fold brochures, and other marketing collateral will be furnished as press-ready PDFs. Logos will be provided in a variety of digital formats suitable for print and Web-ready use, including vector (EPS) files. OI retains ownership of the native/source file(s) used to create the finished work product, however, and will not provide them to Client.



## Section 8. Copyrights and Trademarks

Client unconditionally guarantees that all elements including but not limited to information, documentation, brand identification and materials that have been furnished to OI for use in its project are exclusively owned by Client, or that Client has documented permission from the rightful owner to use each such element, and will hold harmless, protect, indemnify and defend OI, its officers, employees, subcontractors, agents and assigns from any claim or suit arising from the use of such elements furnished by Client.

## Section 9. Limitation of Liability

**9.1. Web Hosting Considerations.** All OI websites are developed using Content Management System (CMS) technology. OI is not liable for web hosting services it does not provide. If OI is working on a website that will not be hosted on OI servers OI cannot guarantee proper performance or functionality of the finished product.

**9.1.1. Third-Party Hosting.** If Client insists on using a web hosting vendor other than OI it must provide OI with unrestricted access to its web hosting account. When OI completes a new website build OI will spend up to thirty (30) minutes publishing that website on a web host other than OI. All time in excess of thirty (30) minutes will incur additional charges.

**9.1.2. Website Hacking.** OI makes every reasonable effort to secure the code of its website products and the web server through which hosting services are provided. No computer on earth is hack-proof, however, and OI shall not be liable in the event that Client's website is compromised in that way. Our web server uses state-of-the-art firewall technology to protect against hacking; all of our Website Care Plans include free malware cleaning in the event of such an infection; and all software used in our websites is updated each month to prevent problems. For these reasons hacking is an extremely unlikely outcome.

**9.2. Open Source Software Considerations.** OI often uses Open Source Software (OSS) in the development of its projects. OSS is provided as-is, including all functionality and interface elements. OI will not be held liable for any defects in OSS used in its projects. All OSS customization requested by Client will require additional charges based on the appropriate hourly rate, both initially and in the future if system maintenance is performed for Client.

OI shall not be held liable for complications resulting from the installation of OSS patches and updates. If the installation of such software causes problems with the functionality or performance of Client's website OI will charge its hourly rate to diagnose, troubleshoot, and resolve such issues.

**9.3. Expectations of Financial Gain from Website.** Client acknowledges that no website can assure Client of financial gain, and therefore certifies that OI, its officers, employees, subcontractors, agents and assigns are not liable for any perceived losses of money that are directly or indirectly associated with this project.





**9.4. Liability Waiver.** Notwithstanding any other term or condition of this Contract, the respective liabilities of OI and Client hereunder shall be limited to direct damages and in any event shall not include any incidental, consequential, special, or punitive damages except where otherwise specifically stated in this Contract.

*OI is not liable for any typographical or grammatical errors in content furnished by Client for use in the project.*

OI cannot guarantee one hundred (100) percent uptime of its web servers for circumstances that are beyond its control. Should such circumstances occur and result in server downtime OI will not be held liable.

**9.5. Electronic Commerce.** Client understands and acknowledges that from time to time State, Federal, and local laws and regulations may change, to include taxes, assessments, tariffs and levies which pertain to Internet electronic commerce. Client agrees that Client is solely responsible for compliance with any and all laws and regulations and is responsible for all taxes, assessments, tariffs, and levies.

## **Section 10. Confidentiality**

**10.1. Confidential Information.** The parties agree that all information acquired from the other in connection with the negotiation, execution and consummation of this Contract and thereafter is confidential and shall not be disclosed to any other party (other than attorneys, accountants and agents of the party) without the written consent of the other party.

**10.2. Non-Disclosure.** The parties will not during or after the term of this Contract directly or indirectly use, disseminate or disclose to any person, firm or other business entity, or any other party for any purpose whatsoever information such as, but not limited to processes, clients, services, files and related matters not generally known relating to the business in which the parties are or may be engaged unless authorized by the other party. In such case, a non-disclosure confidential hold harmless and covenant not to compete will be obtained by the party disclosing such information.

## **Section 11. Dispute Resolution, Arbitration and Attorney Fees and Costs**

**11.1. Dispute Resolution and Arbitration.** In the event that a dispute arises between the parties regarding this Contract, the parties shall resolve such dispute without litigation, utilizing alternate dispute resolution procedures as follows:

- The parties shall first attempt to mediate the dispute through the selection of a mutually agreeable mediator who shall conduct such mediation within thirty (30) days after written notice is sent to the other party requesting mediation via registered or certified mail. Failure of the other party to respond to or select a mediator in thirty (30) days after written notice is sent to the other party shall result in default and the defaulting party agrees to the terms or remedy listed in the written notice provided by the party requesting mediation.
- If such mediation is unsuccessful, since mediation is not binding on the parties unless they agree to being bound during the course of mediation, the parties shall then submit the dispute to binding arbitration pursuant to the commercial Arbitration Rules of the American Arbitration Association then in effect. Such arbitration shall be conducted in Boise, Idaho, before a single arbitrator, chosen by OI and Client from the panel of arbitrators available for such proceedings. The award of the arbitrator shall be final and non-appealable. Unless as the award of the arbitrator shall otherwise provide, the parties shall share equally the expenses, including the fees of the mediator and/or arbitrator, and each party shall bear its own attorneys' fees and related costs.

**11.2. Attorney's Fees and Costs.** If any legal action or other proceeding is brought for the enforcement of the arbitration award pursuant to this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection with such action or proceeding and relating to any appeal of such action or proceeding.

**11.3. Limitation of Liability.** In no case shall OI's potential liability to the Client exceed the amount of services provided to the Client according to the contract.

## **Section 12. Miscellaneous**

**12.1. Further Assurances.** Each party shall, at any time after execution of Contract, execute and deliver to the other party all additional instruments of conveyance and assignment, certificates or similar documents as the other party may reasonably request.

**12.2. No Waiver.** The failure of any party hereto at any time require performance by any other party of any provision of this Contract shall not affect the right of such party to require performance of that provision and any waiver by any party of any breach of any provision of this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provisions, a waiver of the provision itself or a waiver of any right under this Contract.

**12.3. Assignment.** Client shall not be entitled to assign this Contract without the prior written permission of OI.



**12.4. Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Idaho and jurisdiction for any matter relating to this Contract shall be in the County of Ada County, Idaho, in the United States of America.

**12.5. Binding Effect.** This Contract, and the covenants herein contained, shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, agents, assigns and legal representatives.

**12.6. Time is of the Essence.** Time is of the essence in the performance and observance of all obligations and duties under this Contract.

**12.7. Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one in the same instrument.

**12.8. Severability.** Unless otherwise provided herein, if any provision of the Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

**12.9. Assignment of Project.** OI reserves the right to assign subcontractors to this project. At the sole discretion of OI, work produced by subcontractors may be protected under signed confidentiality agreements and shall remain the property of OI.

## **Section 13. Term and Termination**

This Contract will be in effect for one (1) year from its effective date (when it was signed) and will continue for successive one (1) year terms unless OI has been notified by Client in writing to request its termination thirty (30) days prior to anniversary date of this Contract via registered or certified mail to the following address:

910 W Main Street, Suite 356  
Boise, ID 83702

This Contract may be immediately terminated for cause.

If Client wishes to terminate this Contract prior to project completion Client must do so via registered or certified mail within twenty (20) calendar days of signing this Contract. Non-refundable payments by Client shall remain the property of OI. If, at the time of Contract termination, work has been completed by OI beyond the amount covered by payments received, Client will be required to pay for all work completed by OI according to the billable project hours as determined by OI. If Client decides not to continue with the contracted project twenty (20) calendar days or more after signing this Contract Client will be responsible for paying for the entire contract amount in full.



## **Section 14. Entire Agreement and Contract Acceptance**

**14.1. Entire Agreement.** This Contract constitutes the sole agreement between OI and Client regarding this specific project and no other agreements oral or in writing are valid. OI reserves the right to amend this Contract at any time, and such changes will be available upon request by Client.

**14.2. Contact Information, Contract Acceptance, and Client Signature.** This Contract will be executed via electronic signature of both parties through a web form embedded in the "Sign Our Contract" page on the OI website.