



General Service Agreement

version 1.1

About Us

Registered under the business name rules of 1940 of Barbados.

Anlicor - 730 Agate Road Kingsland Terrace Christ Church, Barbados. No. 44502 December 15 2010.

Telephone: 246-256-0877

Website: www.anlicor.com

Email: info@anlicor.com

Basic Information

This section will provide you with some insight as to how we do business what you can expect from us and what we need from you in order to serve you in the best possible manner. This document is to be considered in connection with a quote or invoice that will contain:

1. An offer of services and possibly counter offer for consideration
2. Date of offer and Expiration of offer
3. Payment terms
4. Project Time-line and Scope
5. Possibly other considerations

General Information

Here are some points to consider in an easy to follow list:

1. We, the Developer or Us may refer to Anlicor or its owner(s) or director(s) or employee(s) or sub-contractor(s).
2. While we reserve the right to make changes to this agreement at a later date we will always honor the agreement made at the time of signing.
3. You are hiring us as an independent professionals and it is understood that we are not employees of your company and will not expect to receive the same benefits as employees or should not be expected to be

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held to the same requirements as employees.

4. Hours of operation are Monday – Friday 9am to 5pm excluding Barbadian holidays. Calls made outside of these hours may be returned on the nearest possible working day if unanswered.
5. All parties involved must be: 1) 18 years of age or older or represented by persons who are of sound mind, not under the influence of alcohol or other drugs or otherwise incapable proper judgment. 2) Have the legal authority to represent the parties whom they claim to represent. Please be advised there will be no commencement of work or purchase of materials unless a deposit is made and there is a signed agreement.
 - a) We would ideally like for the agreement to be signed prior to the start date. This allows us to get the materials we need at the pricing we configured for your quote.
 - b) The project has an implicit duration defined from Start Date to End Date in the quote.
6. Unless otherwise stated all quotes are valid up until 30 calendar days from offer. A common exception to this rule may be a limited offer special. Due to any unforeseen circumstance we reserve the right to cancel the offer before the expiration.
7. We prefer to communicate via email and over the phone when ever necessary.
8. Both client and developer should utilize their best judgment as it would relate to confidentiality.
9. Provision of content has often been a problematic area when it has come to website development therefore we advise you to pay careful attention to the following.
 - a) We are not responsible for providing content that is solely the clients duty.
 - b) If the client fails to provide necessary content in the outlined time frame we will simply put coming soon in the missing areas.
10. You have a time limit to utilize the services you pay for.
 - a) For example if you pay for photography but fail to turn up for the photo shoot this service remains billable. This scenario holds true for all products and services offered.
11. Our deliverable for the project is outlined in the quote. This may be a website, logo, business card etc...
12. Projects are automatically closed on the date stated in the quote.
13. Hosting
 - a) We make no guarantees about backups to your website how ever should you require a backup that is in our position we reserve the right to charge for this service.
 - b) We primarily utilize Linux based CPanel/WHM VPS servers. We can how ever utilize other configurations for example Windows IIS.
 - c) The disk space quota starts out at 1Gb but if you should exceed this we can consider other options for example a shared server with “unlimited” disk space. There is no such thing as unlimited disk space or unlimited bandwidth only marketing departments who redefine the use of such words.
 - d) In the event that the system utilizes an unusually large amount of bandwidth (for example 10 Gb/day) or Storage (for example 10gb or more) we may ask you to consider the option of a VPS or Dedicated server. This may be true if you require an unusual extension or 3rd party service as well.
 - e) Accounts sending an unusually large amount of email may be asked to obtain a unique IP address.
 - f) The up time of our current hosts has been relatively good at about 99.9% or more for the past few years.
 - g) In the event that the website is hacked we may help you getting up and running depending on the current circumstances.

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- h) Standard Hosting charges are \$310 per year. Clients who got the first year free are advised that this is part of a 4 year agreement. The first year free and the other 3 years at the standard rate.
- i) Our hosting billing cycle begins on the first of the month the domain was registered or project began which ever comes first or is applicable. For example if your domain was registered on February 5th 2010 your next billing cycle begins February 1 2011. We encourage our clients to note this fact in order to enjoy continued service.

14. Copyrights

- a) We retain original publishing copyrights to the original artwork and source code and also the right to use it as a showcase on our portfolio.
- b) we retain the right to utilize or publish any part of the project both public and privately for development purposes or for other projects
- c) While we retain the rights to sell any part project to another client, all our clients are provided with original artwork.

15. In the event that we are not hosting the website please be advised that it must meet our system requirements or there will be an additional charge for converting it to work on the foreign server.

- a) For example the project required Linux, PHP 5.3, MySQL 5.1 hosting and the foreign server only supports PHP 5.2 this could cause major problems.

Development

Request for features beyond outlined scope are handled on a case by case basis we usually encourage client to complete original scope before additions. 3rd party modules, products and services may incur an additional charge. The client will always be made aware of any possible charge before hand and given the option to decline.

Support

Unless otherwise stated in writing, project support will end upon project completion with no warranty to the extent permitted by applicable law. However we are always available to answer any of your questions. We will retain passwords to your website so that in the case we need to make a change on your behalf we can.

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Payment

1. Deposits are non refundable. However every request will be examined on a case by case basis.
2. Early project completion can allow a discount.
3. Payment methods include: Cash, Check, Paypal (info@anlicor.com). Checks are to be made payable to Anlicor.
4. Late payments may incur a 2% interest per month compounded on outstanding balances. This is in addition to the loss of any discounts.
5. Payment schedules vary from client to client and are determined on a case by case basis.
6. In the event that a collection agency should be utilized the client will bear the full cost of the agency.

Liabilities

1. The client should make sure any that product or service we offer is functioning correctly in the time frame allotted. The product or service is as is.
2. We are to provide a deliverable as outlined in the quote in the time outlined.
3. We are not responsible for any damage or loss incurred as a result of the utilization of our products or services.
4. The client and client's representative shall indemnify and hold harmless the Developer and all consultants for services not performed under the scope of this agreement.

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Disputes and Early Termination

1. You agree not to sue Anlicor or its owner(s) or director(s) or employee(s) or sub-contractor(s) and you agree not to take part in any class action suit against Anlicor or its owner(s) or director(s) or employee(s) for any reason. You should instead use a mediator once all available means to resolve the conflict have been exhausted.
 - a) All disputes arising from the contractual agreements are to be settled by binding arbitration.
 - b) The dispute will be reviewed and decided by an independent arbitrator as set forth under the current commercial arbitration laws.
 - c) Each party will pay their personal legal fees and other related expenses.
 - d) The judgment of the arbitrator is binding to each of the parties and final, we have no legal recourse relating to the arbitrator's decision.
2. We reserve the right to terminate the project before completion due to client misconduct such as continual unavailability and failure to produce content or refusing to pay. At this point we will determine what deliverable the client should receive if any.
3. Should the client decide to terminate the project early for any reason it will be up to us to determine what outstanding balances are to be paid and what receivables they should receive based on the work already performed.
4. In the event of a multi-year agreement you should pay the required early exit fee. (This is often one years payment in the case of hosting)
5. Should something happen beyond the control of either party (including but not limited to death or natural disaster), then this agreement is no longer valid.
6. Entire Agreement No other agreements, whether oral or written, are to be expected except explicitly outlined in this document or the accompanying quote or invoice.

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Terms and Conditions

I have read and agree to the terms and conditions outlined in this service agreement.

Print Name

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Signature

.....

Date

.....

Mr. Andre Boyce
Web Developer

Telephone: 246-256-0877
Email: info@anlicor.com
Website: www.anlicor.com

Address:
#730 Agate Road Kingsland Terrace Christ Church

Services
Web Design • Facebook Business Pages • Web & Email Hosting
Website Names • Social Media Marketing • SEO
Custom Software • PC Repairs & Upgrades • Custom Built PCs

Thank you for choosing Anlicor

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