INTELEX WEB DEVELOPMENT POLICIES / TERMS OF SERVICE

I.   STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for Website Development and apply to all contracts and all work undertaken by Intelex for its clients.

II.   PRIVACY POLICY

We will never share your information with third parties unless required to do so by law or requested by you. The information we collect from you will be used to maintain your services with us and to represent the quality of our work to others, such as in our online portfolio.

III.   OWNERSHIP OF WEBSITE DEVELOPMENT

Upon completion of a custom project and payment of the development fees, the client is the owner of the commissioned product. The client may continue to use the commissioned product regardless of whether he/she chooses to continue further services with Intelex. The client does have the right to resell the product to other companies. The client does have the right modify the existing product and its content which was initially designed for this purpose. However, if the client or his/her agent chooses to modify the source code or certain setting that can affect the functioning of the website it will void the guarantee for the product.

IV.   OWNERSHIP OF WEBSITE DOMAIN NAME

Website domain names are leased from domain name registration companies. When Intelex registers a domain name for a client, that registration will be made in the client's name. Upon payment of any outstanding fees, the client has the right to use that domain name regardless of whether he/she chooses to continue further services with Intelex. Domain name renewal and renewal fees are the responsibility of the client. If the client chooses to have Intelex renew the domain name on behalf of the client, an additional service fee will apply. Clients are advised to closely monitor the renewal date of a registered domain name and to verify that the renewal of said domain name has been completed. Intelex take all the precautions to make sure that the expiry of the demain name does not happen, however Intelex cannot be responsible for expired domain names since this is the client's responsibility to monitor their website.

V.   OWNERSHIP AND COPYRIGHT

All text and photos used as content in a commissioned website must be provided by the client (unless the client has hired Intelex for content development). The client must have ownership or written permission to use all content he/she provides for use. It is up to each client to ensure his/her design and/or content does not infringe on any trademark, service mark, or copyright. Intelex cannot be responsible for intellectual property infringements on behalf of clients. Also, Intelex cannot be responsible for submitted content. Clients should not mail irreplaceable photos or documents or send content that must be returned.

VI.   PROFESSIONAL SERVICES

The Professional Services listed below are a-la cart and are not included in any monthly fees. Many services requests are very small in nature such as a graphic design or data entry change. In an effort to minimize expense for Customer, Intelex will not provide a written quote for Professional Services requests unless a written quote is requested. Customer understands and agrees that all service requests are billable and Customer agrees to pay for the Professional Services:

a.   Project discovery
b.   Business analysis
c.   Statement of work creation
d.   Wireframes creation
e.   Front-end development
f.   Back-end development
g.   Custom programming
h.   Functionality testing
i.   SEO services
j.   Training and consulting
k.   Product documentation
l.   Product modification and improvement services

These services can be priced based on two system
1) Fixed price
2) Time and materials basis.

VII.   TECHNOLOGY STACK

Intelex uses following up-to-date technologies in web development:

- Programming Language: PHP, the cross-platform scripting language.

- Intelex CMS

- Intelex E-commerce solution

- PHP Framework: Symfony 2 LTS, the modern, fast & reliable framework. Supports scaling, input validations & output filtering, security checks (SQL Injections, Cross-site scripting filtering), supports automated testing.
- Database: MariaDB, a community-developed fork of the MySQL relational database management system (MySQL fully compatible), last versions of which showed greater performance against original MySQL.
- Web Service type: JSON-Pure (JavaScript Object Notation), the most flexible and web server independent web service implementation technology.
- Subversion control system: GIT
- Caching: Memcached, a general-purpose distributed memory caching system, will be used to sore & retrieve often used static data to speed-up the requests handling.
- User Experience / Layout: Twitter Bootstrap 3, a HTML5, CSS and JavaScript framework used to develop responsive & mobile friendly web-applications.
- Web service and back-end provider:
  - Stand-alone server: Nginx HTTP server, a web server with a strong focus on high concurrency, performance and low memory usage, with PHP running in FPM mode.
  - Scalable architecture: Amazon Web Services (EC2), Rackspace Cloud Services
- Third-party technologies. Client should prepare a list of Third-party technologies, in case he wants to use them in web project. Third party vendors may have separate terms of service agreements. Intelex cannot be held liable for disputes with third party vendors, regardless of whether or not the service is part of a reseller agreement or referral. Intelex cannot be held responsible for lack of functionality or any other aspect of third party services.

VIII.   PROJECT INITIATION AND DEVELOPMENT

The initiation of a project requires a signed or electronically submitted request form, payment of the initial development fees, plus the client logo or any other element that is required to be used in the design.

Project development stage starts in accordance with technical specification and budget. If the part of the functionality is not documented or not documented clearly - it is up to the

developer to implement the functionality in accordance with internal company standards. Project development stage consists of the following stages:

1. Project discovery. Discovery is an information-gathering process meant to dig deep into the details of what is important to a client's business, target audience, and industry. Scope and depth of research and inquiry will differ from project to project, but the results are the same: valuable data. The more information you gather, interpret, and comprehend, the more prepared you will be to execute a website on budget and on target.

2. Business analysis. By the end of the Discovery phase, the technical legwork should be complete, and the technical liaison should be able to gauge both the scope and the complexity of the backend development needs. Business analysis for technical development can be a project in itself, with a large document referred to as a Technical Specification. Clear information about the goals and obstacles of the project, audience profiling and competitive analysis will allow to execute your solutions effectively.

3. Statement of work (SOW) creation. SOW is legal contract used to document the agreement only after the business terms have been agreed. SOW statements contain:

    *   The project objectives
    *   Project requirements
    *   Project Scope of work
    *   Milestones
    *   Cost estimates
    *   Key assumptions
    *   Acceptance

4. Wireframes creation - visual guide that represents the skeletal framework of a website. The wireframe lacks typographic style, color, or graphics, since the main focus lies in functionality, behavior, and priority of content.
    Wireframes focus on:

    *   The range of functions available
    *   The relative priorities of the information and functions
    *   The rules for displaying certain kinds of information
    *   The effect of different scenarios on the display
5. Front-end development - client side development of producing HTML, CSS and JavaScript for a website so that a user can see and interact with them directly.

6. Back-end development – server side development of components and features that are indirectly accessed by a user through a front-end. Back-end developers also create and maintain the entire back-end, which consists of the core project logic, databases, data and application integration, API and other back-end processes.

7. Custom programming - functionality we add to your website that is not part of the CMS platform and relies on programming languages with complex logic and syntax.

8. Functionality Testing - complete testing of a website before going live can help address issues before the system is revealed to the public. Functionality testing assures that the website functions according to the SOW. It includes testing on multitude resolutions, devices, and operating systems, as well as readiness for expected traffic.

9. SEO services - ensure that a site is accessible to a search engine and improves the chances that the site will be found and ranked highly by the search engine SEO services include On-page SEO (page titles, headings, content and content organization, and internal link structure), code optimization, Google Analytics integration, mobile responsive design as ranking factor.

10. Training and consulting, technical support - can be provided in several ways:
    - product documentation
    - e-mail, phone, Skype assistance
    - knowledge bases

11. Product documentation. Detailed product documentation may save in many cases the need for further requests and technical support. It is extremely important to have Product documentation in case another developer needs to work on the website code.

12. Product modification and improvement services – include any change to the product functionality or graphic user interface.

IX.   RESPONSIBILITY. CUSTOM FUNCTIONALITY DEVELOPMENT

Custom functionality development is made in accordance with written technical specification and documentation.
Changes or updates which do not make sense in developer`s opinion have to be informed to Client in written form. If the Client insists, these changes are made for a fee.
Also project logic recovery and other project remaking are made for a fee.

X.   CLIENT APPROVAL

Client is responsible for testing the functionality of the website upon Intelex request for approval, and notification that the website has been completed. This includes, but is not limited to, functionality of the product, graphics, performance etc. Upon Client approval of the project and signing the sign off form for the project to go live Client agrees services have been rendered and functionality of website has been tested and approved by Client.

After the launch of the project the Client has up to 14 days to submit small changes and corrections that will be fixed at no charge but no more than 2% of the total time spent for project. Those changes do NOT include major changes and corrections that may take more than the allowed 2% time. If such changes are required they can be ordered as an enhancement. The turnaround time on depends on the current availability of the resources and the current other projects in the development queue.

XI.   ENHANCEMENTS TO WEBSITE

Client may purchase enhancements to the website at the time of initial sale or anytime thereafter. Enhancements to the website may include, but are not limited to, custom programming, database, e-commerce, payment methods, graphics, modules, etc. Client's requests for enhancements to the original sale will be due and billed separately and at the time of request.

Some enhancements such as, but not limited to custom programming, functionality, etc, may require that a specifications summary be presented to the Client. If the Client does not object to the specifications summary within 5 business days, the summary will be deemed to be accepted, and Intelex will proceed with the development as outlined. Once work has begun on enhancements purchased by the client there is No Refund if canceled. Enhancements or additional services purchased after the initial sale are separate purchases and are in addition to and separate from the original sale. If a client cancels an enhancement the original sale is not canceled.

XII.   OUR BUG FIXING GUARANTEE

The bug is considered as functional failure or unexpected behavior of the website module, in case this functionality was discussed in written form whilst the development of the website and was declared another expected result of this functionality.
If the module or functionality does not meet expected result which was not documented with a Client - this behavior is not considered as website bug and its change will be implemented as a paid update.

After completion of the project and it full test it is being guaranteed against bugs for the period of 6 months.

After the implementation of major changes to the website – the project will require a functionality testing of the portion of the project directly involved in the change and regression testing of the portions of the project adjacent with the sections affected by the change or the entire project.

The functionality testing is mandatory with any changes. The regression testing is strongly recommended but is not mandatory.

Should the Client order regression testing the warranty is prolonged for 6 month since the last full test. Should the client choose not to order the full regression testing the bug-free warranty will be void.

After the warranty period expired - all bugs are fixed for a fee.

XIII.   MINOR/MEDIUM PROJECT UPDATES CHARGE

All the changes under 2 hours are provided without the estimate. All the changes that require 2 and more hours of work require estimate approval by the Client.

1. Minor updates (up to 30 min of work) for Clients that have hosting with Intelex and under warranty – are made by Intelex FREE of charge.
2. Minor updates (up to 30 minutes of work) for Clients that have hosting with Intelex but are not under warranty – are paid by Clients according to the time spent.
3. Minor updates (up 30 minutes of work) for Clients that do not have hosting with Intelex and are not under warranty – are paid by Clients with a minimum charge of 0.5 hour payment rate.
4. Medium updates (30 min- 2 hours of work) for Clients that have regardless of hosting with Intelex and guarantee – are made by Intelex and paid by the Client according to the time spent.
5. Major updates (more than 2 hours of work) for Clients – are estimated by Intelex and have to be approved by the Client.

XIV.   HOW TO SAVE YOUR TIME AND MONEY

Please clearly and concisely describe your question or problem when calling Support:
- the type of browser and operating system in which the problem appeared;
- what steps had you followed before the problem appeared;
- other useful information that will help us to reproduce the situation faster and save your money on fixing the problem.

XV.   WEB HOSTING SERVICES CONDITIONS

Web hosting services include website hosting, email service and backup service. According to the selected hosting package you are restricted to the data storage, number of e-mails, and bandwidth quota applicable to the web hosting package you have registered for. Additional storage and bandwidth usage will be charged at current prices.

You agree to pay for the Hosting services in advance of the time period during which such services are provided (1st day of the month per month in advance). We accept monthly payment by credit card or annual payment by check. Payment invoices are being sent to client every 1st day of the month.

All invoices must be paid within fifteen (15) days of the invoice due date.

Any invoice that is outstanding for more than ten (15) days may result in the suspension or termination of services:

- If the services go unpaid by 30th of the month, Intelex will immediately disable public access to your website and to suspend all other work until payment of all outstanding charges and interest is made. Access to files, databases and other content is explicitly denied.
- If the services go unpaid within next thirty (30) days, all files, databases and other content including the account itself is permanently deleted from the hosting server. Additional charge will be applied upon website reactivation.
- If the balance is unpaid and/or request to reactivate the website is not received within 90 days, the website will be deemed abandoned and will be completely removed from the archive. After this period the website will not be reactivated.

It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time.

As a part of the hosting package we provide a backup service for your website, however, we do not accept responsibility for any failure of our backup mechanism. We may agree to restore a backup of your site that you or we have made, however we may charge a fee for doing so.

Intelex uses its best efforts to ensure the integrity and security of the server, however, we do not guarantee that the server will be free from unauthorized users or hackers or from corruption by virus.

Email services are provided as a part of hosting services. We shall be under no liability for non-delivery, non-receipt or misrouting of email or for any other failure of email because it depends on the receiving host. We recommend to use your Internet Service Provider for the outgoing email delivery.

XVI.   HOW TECHNICAL SUPPORT IS HANDLED

Clients whose websites are created or hosted by Intelex have access to technical support during regular business hours. Due to the fact that the development team and

the client may be located in the different time zones it is the responsibility of the client to notify Intelex of any problems ASAP so the issue can be fixed promptly. In the case that the issue happens at the time that the developer is off for the day it will be attended first thing the next morning. In the event of a website hosting outage, clients should notify Intelex via email or phone. The phone number and email are listed on the Contact Us page of our website. Please note, technical support cannot be provided for clients' individual computer issues or for third party products or services. For clients who use the free email that comes with our hosting accounts, the email account password and settings will be provided, but it is up to the individual client to set up his/her email in an email software program or on his/her smart phone. If a client is unable to set up his/her email, the client should contract with a computer service company for assistance.

XVII.   A CLIENT'S ROLE IN SECURITY

Intelex clients are also required to use secure passwords on all logins. A secure password should include a minimum of eight characters, include a mixture of uppercase letters, lowercase letters, numbers, and symbols, and should avoid commonly guessed or hacked elements. These elements include, but are not limited to, a client's name, name of a spouse/child/pet, birthday or anniversary of self/spouse/child, words included in a standard dictionary, easily identifiable patterns such as 1234, 9876, qwerty, or asdf, or passwords in use with other service providers.

If a client fails to protect the security of the server as described above, the client's account is in jeopardy of possible termination.

XVIII.   PAYMENT POLICIES

PROJECT FEES – An initially agreed deposit of the development fees is due upon project initiation. Upon project progress and completion, the remaining installment and the final balance is due in full.

GOING LIVE - Once the remaining balance is paid in full, the completed project will be moved from the test server to the client's server so the website will go live.

NON-PAYERS - If the scheduled installment of the final balance on a completed project has not been paid within 30 calendar days the project will be considered abandoned and the Client will be reported to a credit bureau. Balances that are not paid within 60 days will be turned over to a collections agency.

MONTHLY FEES - Payment for monthly services are strongly encouraged to be done with a credit card. In the case that the payment is made by a check they are due within

20 calendar days. If the balance is not paid within 30 days the hosting will be terminated. And the site will not be online. If the payment is not made by 60 days the hosting account will be closed and the site will be lost. Clients experiencing financial hardship should contact Intelex to discuss payment options.

XIX. BILLING ERRORS

If a billing error is noticed, the client should immediately contact Intelex. Refunds of overpayments will be made for up to a maximum of three months, so clients are urged to check billing statements regularly. Refunds of more than three months will not be processed. Additionally, Intelex reserves the right to bill clients for accidental undercharges for a maximum of up to three months.

XX. SEARCH ENGINE GUARANTEE

Most clients would like his/her website to rank high in search engine results for selected keywords, yet search engine results are determined by a multitude of constantly changing factors, third party search engines, and the amount and quality of competition on the world wide web. Intelex guarantees certain search engine-friendly techniques will be used in the creating of each custom website, such as keywords in the title bar, the meta tags, alternate text behind some images, etc. If the keyword placement in these three areas is not to the client's liking, Intelex will change these to the client's choices one time for free. Subsequent or additional changes will be billed at the standard hourly rate. Additional search engine optimization (SEO) services are available for additional fees. Intelex cannot be held responsible for search engine results.

XXI. CROSS BROWSER COMPATIBILITY

We endeavour to ensure that the websites we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari. Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate we will substitute alternative extensions or implement other solutions, on a best effort basis, where any incompatibilities are found.

XXII. QUALITY GUARANTEE

We take pride in offering high quality services and professional customer service. While we make an effort to ensure every aspect of our service is to the client's liking, we cannot control every variable. It is up to each client to regularly test the functionality of his/her website, email, and any other product or service to ensure everything works as

desired. If any problem is discovered or error has been made, please report the problem to us immediately so we may take appropriate action. We cannot be responsible for perceived loss of revenue under any circumstances. Changes resulting from a client's error and/or problems related to third party vendors or technology, such as hosting servers or browser software may result in additional charges.

XXIII. TERMINATION OF SERVICES

If the client changes his/her mind about doing work with Intelex during the course of the initial web design or development phase, the client will be responsible for the amount of work already completed. Depending on the amount of work completed at the time of cancellation, this may mean receiving a full refund, a partial refund, no refund, or owing additional fees.

In order to protect clients from unintentional service interruption, clients wishing to terminate any services must request the service termination in writing.

XXIV. REFUSAL OF SERVICE

Intelex does not accept projects that promote hate, intolerance, pornography, animal exploitation, or any other unethical practice. Intelex reserves the right to decline to do business with any client for any reason.

XXV. CHANGES TO TERMS OF SERVICE

Intelex reserves the right to change these terms of service at any time for any reason.