

Vanguard Website Terms of Agreement

Effective November 3, 2019

1. Authorization

You (“Client”) are engaging magIMPACT Inc. (“Company”) as an independent contractor for the development, deployment, hosting & support of Client website.

2. Prohibited/Restricted Content

For various reasons, including contractual obligations, legal liability, conflict of interest, etc. there are certain websites we cannot and/or will not create. These include websites that are related to, contain or endorse any of the following subject matter:

- Hate speech
- Offensive, derogatory, or objectionable content
- Political content
- Illegal activities
- Counterfeit goods
- Dangerous products or services
- Pharmaceutical/psychiatric pills, products or services
- Pornographic or sexual content
- Dishonest behavior
- Fake or questionable news and information
- Any misrepresentation or deception

Client agrees that Client website will not contain, relate to, or endorse any of the above-listed subject matter. Furthermore, Client agrees that Company may at Company’s own sole discretion refuse to create a website on any subject matter that it deems to be a legal liability or otherwise inappropriate for Company to be involved with.

3. Payment

Fees to Company are due in accordance with the following pricing agreement:

If one-time payment option is selected, Client shall pay \$750 up front.

If 3-payment installment plan option is selected, Client shall pay \$300 up front, \$300 the following month, and \$300 the next month after that, for a total of \$900.

No work will begin on design and development until full payment is received, unless an installment payment plan is agreed to up front.

In the case of an installment payment plan, the initial payment is due prior to commencement of project, and subsequent payments are due on the same day of the month for each following month until the full amount is paid. For example, if the initial payment was made on March 7, and three total payments are required, additional payments will be due April 7 and May 7.

If a due date for a particular month doesn't exist as an actual date on the calendar, then that due date for that particular month will be moved to the next immediately following day. For example, if initial payment is made on January 30, the next payment will be due March 1 (because Feb 30 doesn't exist on the calendar) and the payment after that will be due Mar 30.

All payments will be made in U.S. Dollars.

If any payment on an installment payment plan is not made by its due date, work on the project will immediately be suspended. Furthermore, a \$10 late payment fee may be assessed for each late payment. The late payment fee becomes part of the current payment due, and the payment is not considered paid until any late fees are also paid.

4. Scope of Work

The only work required by to be completed by Company for this agreement to be satisfied in full is the following:

- Home page design and development, up to 1000 words (text provided by Client)
- "About Us" page design and development, up to 1000 words (text provided by Client)
- Products/Services page design and development, up to 1000 words (text provided by Client)
- Special Offer page design and development, up to 1000 words (text provided by Client)
- Contact page design and development, up to 500 words (text provided by Client)
- Blog design and development, including posting one basic blog article, up to 500 words (text provided by Client)
- Set up a maximum of 10 testimonials on website
- Privacy page design and development, up to 1000 words (text provided by Client)
- 404 "Not Found" page design and development, up to 500 words (text provided by Client)
- Design and PDF creation of a single simple lead magnet, at Company's sole discretion (content provided by Client)

- Set up of free MailChimp account for Client, and integration with website as needed (at Company's sole discretion).
- Design and development of "Thank you" page for lead magnet opt-in, up to 500 words (text provided by Client)
- Design and development of "Thank you" page for Contact form, up to 500 words (text provided by Client)
- A user manual for the website (provided by Company as-is)

The following are examples of tasks and responsibilities that are NOT within the scope of this project. This is just a partial sampling and is not an all-inclusive list:

- Any design or content changes requested by Client after the initial design consultation and agreement on specs has been approved by Client.
- Any web pages other than the ones listed in the Scope of Work section of this agreement.
- Content that exceeds a total of 7500 words for the entire website, including Privacy Policy, Thank-you pages, notification emails, etc.
- More than 20 photos/illustrations/graphics for the entire website, including Privacy Policy, Terms of Use, Thank-you pages, notification emails, etc.
- Custom design work requested by Client.
- Custom graphics or illustration.
- Logo design.
- Photography services.

5. Completion

Company and Client must work together to complete the project in a timely manner. Company agrees to work expeditiously to complete the project no later than 30 days after all content needed for the project (text, photos, etc.) and the initial payment are received from Client.

During the course of design and production of the project, it may become apparent that additional content is needed from the Client. Client agrees to get any additional content requested by Company to Company in a timely manner. Failure to get content to Company quickly and promptly may delay the completion of the project beyond the 30 day initial agreement. Company shall not be held responsible for any delays resulting from Client's lag in providing content and needed feedback.

Client agrees to provide final approval of completed project within 14 days of being presented with a completed project for review. If any corrections or adjustments need to be made to the completed project, Client will notify Company within that 14-day period. If the corrections/ adjustments are within the scope of the project specifications, Company will make the needed

modifications and then present Client with a newly completed project to review. The 14 day review period starts again at that point. If the corrections/adjustments requested by Client are not within the scope of the project specifications, the 14 day period continues and does not reset.

6. Delivery of Completed Project

The completed project shall be installed on a website hosting service that meets the technical requirements of the website. Company will ensure the completed website is accessible publicly on the Web. Once the project is successfully installed on the hosting service and becomes available publicly on the Web, the project is considered delivered to the Client.

A website hosting account will be provided by Company for hosting the completed project. This hosting account will be provided free of charge for 6 months from the date the Client has given final approval of the completed project.

At the end of the 6-month period, Client agrees to start paying the regular website hosting fee for the hosting service.

If client chooses to migrate the website to another hosting provider, Client is free to do so but is solely responsible for the migration and any costs associated with it. Client is also responsible for ensuring any new hosting service meets the minimum requirements needed for the website to function properly.

It is Client's responsibility to cancel the hosting service with Company when it is no longer needed. Until the hosting service is cancelled in writing by Client, regular hosting fees will continue to accrue and Client remains liable for paying all such accrued fees.

7. Assignment of Project

Company reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

8. Revision During Execution

Client shall be charged additional fees of \$75/hour (or as specified in a separate agreement) if Client decides to make changes to the agreed upon project scope and objectives. The agreed upon project scope includes only what is written in this agreement.

9. Legal & License

Company warrants that the functionality contained in this project will meet Client requirements and that the operation will be reasonably error-free.

The entire risk as to the quality and performance of the project is with Client. In no event will Company be liable to 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 website, even if Company has been advised of the possibility of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

This agreement shall be governed by the laws of Champaign County in the State of Illinois, USA. Any disputes shall be mediated in Champaign County, IL USA.

10. Copyrights & Trademarks

Client represents to Company and unconditionally guarantees that any elements furnished to Company for inclusion in the project are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Company and its subcontractors from any claim or suit arising from the use of such elements furnished by Client.

11. Copyright to Project

Company guarantees that all aspects of design and construction of the project will be disclosed to Client upon completion and full payment received by Company, and full code, copyrights and ownership will be the sole property of Client. Company retains the right to display graphics and other design elements as examples of its work in its portfolio.

12. Sole Agreement

The agreement contained in this Contract constitutes the sole agreement between Company and Client regarding this project. Any additional work not specified in this contract must be authorized by a written change order or separate written agreement. All prices specified in this contract will be honored for three (3) months after both parties sign this contract. Continued services after that time will require a new agreement.

13. Initial Payment & Refund Policy

If Client halts work and applies for a refund within 4 days, work completed shall be billed at the hourly rate of \$75/hour, and deducted from the initial payment, the balance of which shall be returned to Client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, Client shall be liable to pay for all work completed at the hourly rate stated above.