

1. DEFINITION OF TERMS

Proweb6 - iGAITAN LABS trading as Proweb6

The Client - The entity which enters into a contract with Proweb6

Browser, Internet Browser, Web Browser - The software with which websites can be viewed. Examples include Mozilla Firefox and Microsoft Internet Explorer

Domain Name - The root address of a website, e.g. www.webaddress.com. All such names must be registered with the appropriate naming authority. A fee will apply for this service.

Downtime - Time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

Host - The company on whose system the Website physically resides.

Link, Hyperlink - A 'clickable' link embedded on a web page which may take the form of a graphic or text.

Main Browsers – A selection of the most widely-used web browsers used by Proweb6 for the purposes of testing of the Work. These are currently defined as the software versions of Internet Explorer and Mozilla Firefox current on the date the contract is signed by the Client.

Search Engine - A website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

Website - A collection of web pages and associated code which forms an integrated presence.

The Work - The subject matter of the contract between the Client and Proweb6.

2.1 Fee Payable

A non-refundable deposit of 50% of the total fee payable under the contract is due immediately upon the signing of the contract. The remaining 50% shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work hereof. Proweb6 reserves the right not to begin the Work until the said deposit has been paid in full. Unless otherwise stated, the fee quoted in the contract does not include the cost of domain registration, hosting set up fee or hosting.

2.2 Maintenance Fees

Maintenance, if included in the contract, shall be on a monthly basis. where updating is necessary. Fees will be assessed on an hourly basis. Search engine re-submissions, other than the original submission included in the contract fee, shall be included in the maintenance fee.

2.3 Payment Schedule

Unless an alternative payment schedule has been referred to in the foregoing contract, the payment schedule defined in Clause 2.1 Fee Payable applies.

3. DISCLAIMERS

3.1 Third Parties

Proweb6 can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although Proweb6 will endeavour to ensure that Website downtime is kept to a minimum.

3.2 Maintenance and Correction of Errors

Proweb6 takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) solely attributable to Proweb6 will be corrected free of charge, but Proweb6 reserves the right to charge a reasonable fee for correction of errors for which Proweb6 is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to Proweb6 by the Client.

3.3 Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality.

3.4 Consequential Loss

Under no circumstances will Proweb6 be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimise possible losses as a result of software failure.

3.5 Status and Duration of Offers

Proposals and offers are valid for a period of one month from the date issued. Proweb6 is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

3.6 Search Engine Listings

Proweb6 will undertake reasonable measures to ensure that the Website is listed in Search Engine results, but this does not constitute a guarantee that the site will appear for any given position or rank for any given search term within a Search Engine's results, that a currently unlisted site will appear in the Search Engines' results, or that a currently listed Website will remain listed within the Search Engine results indefinitely. The Client accepts that it is Search Engines and not Proweb6 who determine whom the Search Engines list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that it is possible that a new website may never appear within Search Engine results at all. Proweb6 does not control Search Engines' algorithms and the Client accepts that changes in Search Engine ranking and listings may occur daily, weekly or even hourly.

4. COMPLETION OF WORK AND PAYMENT

4.1 Completion of Work

Proweb6 warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. Proweb6 will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the

agreement. Proweb6 will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorization from the Client. Where the Client has varied the specifications of the Work since the agreement, but does not authorize iGaian to increase the cost accordingly, Proweb6 reserves the right to terminate the contract and invoice the Client for any part or parts of the Work already completed. Where the Work is complete according to the original specifications, Proweb6 will deem the contract complete and will invoice the Client in full.

4.2 Supply of Materials

The Client is to supply all materials and information required for Proweb6 to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, Proweb6 has the right to extend previously agreed deadlines for the completion of the Work. Such deadline extensions may take into account further unforeseen and/or predicted delays, and/or commitments to other projects such that the deadline extension added by Proweb6 may exceed the delay caused by the Client. Where the Client's failure to supply materials prevents progress on the Work for more than 14 days, Proweb6 reserves the right to invoice the Client for any part or parts of the Work already completed in accordance with Clause 4.5 Payment.

4.3 Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify Proweb6, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to Proweb6 as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the balancing payment under Clause 2.3 Payment Schedule will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

4.4 Rejected Work

If the Client rejects the Work within the 7 day review period and will not approve subsequent Work performed by Proweb6 to remedy any points reported by the Client as unsatisfactory, or Proweb6 considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and Proweb6 can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

4.5 Payment

Proweb6 will invoice the Client for the balancing payment in accordance with Clause 2.3 Payment Schedule hereof, which, in the absence of a written agreement to the contrary, is to be paid by the Client within 14 days of the date that the invoice was issued.

4.6 Remedies for Overdue Payment

If payment has not been received by the due date, Proweb6 has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 21 days after the due date, Proweb6 has the right to replace, modify or

remove the Website and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, Proweb6 does not remove the Client's obligation to pay any outstanding monies owing.

5. INTELLECTUAL PROPERTY

5.1 Offers and Proposals

Offers and proposals made by Proweb6 to potential clients should be treated as trade secrets and remain the property of Proweb6. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from Proweb6. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

5.2 Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to Proweb6 for inclusion on the Website. The conclusion of a contract between Proweb6 and the Client shall be regarded as a guarantee by the Client to Proweb6 that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of Proweb6 and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

5.3 Domain Name and Hosting

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify Proweb6, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

5.4 Licensing, Ownership of the Work

Once Proweb6 has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.3 hereof, the Client will be granted a licence to use the Website and its contents. Where full ownership of the Work is to be assigned to the Client upon completion, once Proweb6 has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.3 hereof, the Client will be notified in writing that ownership of the Work has been transferred. In this case, Clause 5.6 and Clause 5.7 do not apply.

5.5 Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which Proweb6 or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from Proweb6. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which Proweb6 or their suppliers owns the copyright. Proweb6 acknowledges the intellectual property rights of the Client. Information passed in written form to Proweb6, and that the Client has indicated is

confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

5.6 Third Party Development

The Client agrees that resale or distribution of the completed files is forbidden unless prior written agreement is made between the Client and the Proweb6.

5.7 Credits

The Client agrees that Proweb6 may include development credit(s) and/or link(s) displayed on the Client's web page, unless this is otherwise defined in the foregoing Specification of Work. These development credit(s) and/or link(s) may not be removed or modified, by the Client or by a Third Party authorised by the Client, without written authorisation from Proweb6.

6. RIGHTS AND RESPONSIBILITIES

6.1 Right to Terminate

Proweb6 reserves the right to refuse or break a contract without prior notice, if it is believed that the Client is acting illegally, or any supplied material is illegal.

6.2 Events Beyond the Control of Proweb6

Proweb6 will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of Proweb6.

6.3 Supply and Pricing of Services

Proweb6 reserves the right to use whoever it feels appropriate at the time for third party software and services, without affecting existing contractual and pricing agreements. Proweb6 reserves the right to alter its prices as necessary and without prior notice. Such changes will not affect existing contractual and pricing agreements.

6.4 Privacy Policy

Proweb6 and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998 and also to identify the Client in communications with them.

6.5 Nondisclosure

Proweb6 and any third party associates agree that, except if directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about Proweb6 to another party. Both parties agree to define in writing prior to disclosure which information should be considered confidential and subject to this clause.

6.6 Indemnification

Client agrees to use all and any of Proweb6's services and facilities at their own risk and agree to defend, indemnify, save and hold Proweb6 harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against Proweb6 or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. Client agrees this indemnification extends to all aspects of the project, including but not limited to web site content and choice of domain name. Client also agrees to defend, indemnify and hold harmless Proweb6 against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

7. INTERPRETATION

7.1 Jurisdiction

This Agreement shall be governed by the laws of the United States of America which shall claim venue and jurisdiction for any legal action or claim arising from the contract between Proweb6 and the Client. The said contract is void where prohibited by law.

7.2 Survival of Contract

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

7.3 Change of Terms and Conditions

These terms and conditions may change from time to time. Where a contract exists, the Client will be informed of revisions as and when they are issued.

7.4 Termination of Contract

Proweb6 reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these Terms and Conditions. Proweb6 shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.

8. LIABILITY AND WARRANTY DISCLAIMER

Proweb6 provides their web site and the contents thereof on an "as is" basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. Proweb6 cannot guarantee the functionality or operations of their web site or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

Proweb6 endeavours to provide a web site within given delivery timescales to the best of its ability. However, the Client agrees that Proweb6 is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale. Proweb6, at its sole discretion, may offer a full or partial refund and/or additional services in light of any failure to carry out services within a given delivery timescale in accordance with Clause 4.2 Supply of Materials. The Client agrees Proweb6 is not liable for absence of service as a result of illness or holiday time.

Proweb6 reserves the right to assign the work to a third party associate should there be the need to. The Client agrees Proweb6 is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Proweb6 is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from Proweb6 to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

Whilst every effort is made to make sure files are error free, Proweb6 cannot guarantee that the display or functionality of the Work will be uninterrupted or error free. Proweb6 will endeavour to make sure that display and functionality of the Work is error free in the Main Browsers before handover of the completed Work. If after handover of files errors are found in code the Proweb6 has created using the Main Browsers, domain name setup and hosting setup are the same as when work began, then Proweb6 will correct these errors for the Client free of charge.

If after handover of files errors are found in code the Proweb6 has created, where an updated software version of one or all of the Main Browsers exists, or the domain name setup or hosting setup has been changed, Proweb6 reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.

Should Client goes into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Proweb6 reserves the right to cancel forthwith any projects and invoice Client for any work completed.

Proweb6 shall have no liability to the Client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or web site, even if Proweb6 has been advised of the possibility of such damages.

There are sometimes laws and taxes which affect Internet ecommerce. Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Proweb6 and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet ecommerce.

Proweb6 may from time to time recommend to the Client that updates are needed to their site to comply with, including but not limited to, new legislations, software releases and web standards.

Proweb6 reserves the right to quote for any updates as separate work. Client agrees Proweb6 is not liable for any failure to inform or implement these updates to their site. Client agrees that it shall defend, indemnify, save and hold Proweb6 harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

9. ACCEPTANCE OF TERMS AND CONDITIONS

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understood, and accepted the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.