**WEBSITE DESIGN AGREEMENT**

**PARTIES**

* This Website Design Agreement (hereinafter referred to as the **“Agreement”**) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **“Effective Date”**). The Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with an address of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the **“Company”**), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the “**Client**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_ with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the **“Designer”**) (collectively referred to as the **“Parties”**).

**DESCRIPTION OF THE PROJECT**

* The Designer agrees to perform the following services for the Client:

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**PRICE AND PAYMENT**

* **Payments Terms:** The annual (12 months) payment will be taken on the same date each year. Should the payment date fall on a non-working day, the payment will be processed on the next available working day. The Client will not receive a refund if they decide to stop working with Wixpanel after having accepted the provided Proposal / Agreement, provided down payment and work has commenced.
* **Invoice Issuance:** Invoices are generated twenty (20) days before the renewal date of your recurring plan. All invoices are sent to the account holder’s E-Mail Address or WhatsApp. If you fail to make payment within twenty (20) days we will suspend your account automatically.
* **Payment Method:** Payments will be made via [Online Bank Transfer/Cash Payment], to the account or address specified by the Wixpanel.
* **Payment Confirmation:** Once the payment is made, the Client should notify [Your Company Name] by sending a confirmation email to info@wixpanel.com, including the payment details.

**CONFIDENTIALITY**

* [All terms](https://www.lawinsider.com/clause/confidentiality-clause) and conditions of this Agreement and any confidential information must be kept confidential, unless the disclosure is required pursuant to process of law.
* Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Parties.
* The Parties agree that the confidentiality clause in this Agreement will remain active and in power even upon the termination of this Agreement.

**INTELLECTUAL PROPERTY**

* The Designer agrees that any intellectual property provided to him/her by the Client will remain the sole property of the Client, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.
* The Designer will refrain from using such intellectual property upon the termination of this Agreement.

**DISCLAIMER OF WARRANTIES**

* The Designer warrants to complete the Services listed in this Agreement as per the Client’s requirements and specifications. However, the Designer does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or other benefits.
* In addition to the above, the Designer holds no responsibility towards the Client in the event that the delivered work does not lead to the Client’s desired results.

**SIGNATURE AND DATE**

* The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

Company Client Designer

Name: \_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_