



iBRAG

43575 Mission Blvd. #502, Fremont, CA 94539

ibrag.net | info@ibrag.net | C: 510.366.8130

Website Non-Disclosure Agreement

This agreement is between (CLIENT) and iBRAG. Services secured via online payment implies full understanding and compliance of this Non-Disclosure Agreement. Once paid, iBRAG agrees to commence the work requested. Additional documentation may be required. (e.g. – Contractual documents for special services, apps, tech, etc.)

Project Terms

Payment: Additional features, apps, or major changes may affect the timeline, any additional costs will be communicated. If payment is not received in a timely fashion, services may be interrupted or altogether ceased until payment is made. **FULL PAYMENT MUST BE SECURED BEFORE THE PROJECT IS RELEASED.** iBRAG has at its discretion the complete removal of an entire site and/or reserves the right to “revoke and invalidate” all work due to non-payment.

Assets: All work performed, and assets created by iBRAG are owned by iBRAG until final payment is made. Once the project is finalized and released, assets will be available for transfer to the CLIENT. Full transfer of assets to CLIENT will occur should the relationship ever be severed, and transfer is requested.

Paperwork: During the project, additional documentation may be required. (e.g. – Contractual documents for special services, apps, tech, etc.)

Ongoing Maintenance: iBRAG will maintain a relationship with CLIENT for standard requests. Requests must be conveyed via email to info@ibrag.net to ensure proper communication of the request. Requests will not be honored for websites in payment default. When CLIENT chooses to hire iBRAG for website design and support without a subscription service, costs will be quoted per request. This contract will remain in force for the duration of the subscription service and will be ongoing until either the CLIENT or iBRAG informs the other of the desire to sever the relationship.

Legal Stuff

iBRAG Good Faith Promise: iBRAG will not reuse or repurpose text content, supplied/purchased images, proprietary logos, or any CLIENT-specific items without arrangement and/or written authorization. iBRAG reserves the right to use visual representations of the final product and/or logos as part of our project portfolio.

Third-Party Apps and Software: Because neither party can fully control third-party integration, both parties agree that any damages incurred are not the responsibility of iBRAG. It is understood that using third-party integration comes with a note of caution about use. As it is mutually beneficial, both parties agree to work together to resolve issues as best as possible.

Confidentiality Agreement

This Agreement is between CLIENT and iBRAG for the purpose of preventing the unauthorized disclosure of proprietary and/or confidential information. Confidential information shall include but may not be limited to information or material that has or could have commercial value or other utility in the business in which the disclosing party is engaged. Obligations shall be binding on the representatives, assignees, and successors of each party.

Exclusions: Receiving party's obligations do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the receiving party; (b) discovered or created by the receiving party before disclosure by disclosing party; (c) learned by the receiving party through legitimate means other than from the disclosing party its representatives; or (d) is disclosed by receiving party with disclosing party's prior written approval. Either party shall maintain confidential information in strictest confidence for the benefit of the disclosing party.

Time Periods and Integration: The nondisclosure provisions shall survive the termination of this agreement and/or until the information no longer qualifies as a trade secret or until written notice releasing either party from this agreement, whichever occurs first. This agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This agreement may not be amended except in a writing signed by both parties authorized representatives of each party.