

# Terms of Service Agreement

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The following Terms of service (the “Agreement”) is effective **[Date]**

**BETWEEN:** *iCanSoft* (the “Service provider”), a corporation organized and existing under the laws of Maharashtra State, India, with its head office located at:

Bungalow # 229, Swaroop Colony, Anand Nagar, Sinhagad Road, Pune, India.

**AND :** **[COMPANEY NAME]** (the “Company”), a corporation organized and existing under the laws of **[STATE/PROVINCE]**, With its head office located at

**[COMPLETE ADDRESS]**

WHEREAS, The service provider is in the business of software development and service relating to the online stores, ecommerce, other software services and

WHEREAS, This Agreement Contains The Service Provider’s Terms Of Engagement with the Company

NOW, THEREFORE, in consideration of the mutual covenants and agreement here in the contained the parties hereto, intending, to be legally bound agree as follows

## 1. SERVICE PROVIDED

Service provider is prepare to provide the following professional services to company. The services will be only provided to the company’s business in the name of - **[COMPANEY NAME]**

1. It will include to support all the requests/complaints coming from your website customers.
2. Any request from your sales/marketing team regarding the website.
3. Design related changes to keep the site updated.
4. The basic Search engine optimization to increase the online customer base of the website.
5. Customer communication and query resolution.
6. Newsletter design and broadcasting.
7. Product promotions on the store.
8. Banner changes and images changes on site
9. Product management on site. Product updates, prices changes.
10. Coupon codes and shipping configuration changes.
11. Email marketing like newsletters, etc.
12. Website landing page new design/changes.
13. Error fixing.
14. Preventive maintenance.
15. Any special request regarding the website.

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## 2. CALCULATION OF FEES AND OTHER CHARGES

a. Fees for professional services are weekly basis. The company will pay to service provider \$ \_\_\_\_\_ United States Dollars (In words – \_\_\_\_\_) per week of every month for total of 52 weeks of the calendar year. The payment will be released by every Friday for next week.

b. The above mentioned fee is purely of a service provider's fee for the services.

c. The company will directly pay all other charges/fees, example Volusion subscription fees or any other charges to their respective service providers or owners.

## 3. BILLING ARRANGEMENT

a. Billing occurs at the end of each week (Every Friday) through paypal or direct bank transfer. The company can pay the bills to service providers paypal account – *sales@icansoft.in*

b. Bills are Payable within 3 days from the billing day (Every Friday).

## 4. NON- PAYMENT

If Company does not pay a bill sent by service provider or complies with a request for payment in advance within 3 days after the request is made, service provider may immediately stop acting for company.

## 5. REQUEST FOR FEE DETAILS & REMAINING WORK ESTIMATE

Service provider will provide the regular updates and will make regular communication about the progress of the work with the company.

## 6. TERMINATION BY [COMPANEY NAME]

Company may terminate this agreement by giving a four months written notice to the service provider at any time and will be liable for all work fees incurred up to that time and the notice period. If a company does not provide such a notice, the company will be obliged to pay all fees and other charges incurred for the work done and for the notice period.

## 7. TERMINATION BY *iCanSoft*

Service provider may terminate this agreement and stop acting for the company if.

- i. company does not comply with this agreement
- ii. company does not pay the fees on time
- iii. By giving four months written notice to the company for any other reason not mentioned in above point number i. and ii.

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## 8. INTELLECTUAL PROPERTY

- a. The company will own the online business of the company run under the name of [www.eyesonline.com.au](http://www.eyesonline.com.au)
- b. The website access, credentials, logins will be property of the company and it will be under the control of the company.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

***iCanSoft***

[COMPANY NAME]

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Authorized signature

Mr. Kiran Pendgaonkar, Director

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Print Name and Title

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Authorized signature

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Print Name and Title