



ECOLyNK Creations Limited

MASTER CORPORATE AND SERVICE DOCUMENT

SECTION 1 – CORPORATE IDENTITY

1.1 ABOUT ECOLyNK CREATIONS LIMITED

Ecolynk Creations Limited delivers reliable, end-to-end tech solutions – from software development and I.T consulting to digital automation, Cybersecurity, and system integration. We help businesses and individuals innovate, scale, and secure their digital presence. Whether you need app development, cloud migration, tech support, or custom tools, we provide quality-driven, affordable, and future-ready services.

1.2 OUR MISSION

“To empower businesses and individuals with innovative, reliable, and affordable technology solutions that drive growth, efficiency, and digital resilience – while delivering exceptional value and unmatched support.”

1.3 OUR VISION

“To become the most trusted technology partner in Africa and beyond, recognized for transforming complex challenges into simple, scalable, and secure digital solutions that stand the test of time.”

1.4 OUR MOTTO

“Security.Speed.Simplicity.”

- **Security** – Because your data, systems, and reputation matter. We build with zero-trust principles and robust Cybersecurity measures
- **Speed** – Because time is money. We deliver fast, agile, and responsive solutions without compromising quality.
- **Simplicity** – Because technology should work for you, not against you. We design intuitive, user friendly experiences that eliminate friction.

“Ecolynk – Where Innovation Meets Reliability”

SECTION 2 – MASTER SERVICE AGREEMENT

“This Agreement governs all services provided by Ecolynk Creations Limited”

2.1 SERVICE AND SCOPE

Ecolynk Creations Limited (hereinafter “the Company”) agree to provide the client with specific design, development, technical, or consulting services as detailed in the **Statement of Work (SOW)** – **Section 5** of this document. This Master Agreement (A1) governs all current and future SOWs unless otherwise amended in writing.

2.2 PROJECT TIMELINE

- Delivery dates are estimated based on the Client’s timely cooperation.
- If the Client fails to provide assets, feedback, or approvals within the windows defined in **Section 4** of this document, the delivery date shifts accordingly.
- **Force Majeure:** The company is not reliable for delays caused by events beyond reasonable control (e.g. natural disasters, platform outages, war, internet disruptions, government actions, supplier failures).

2.3 FEES AND PAYMENT SCHEDULE

1. **Deposit:** A non-refundable retainer of **[50%]** is due before any work begins unless otherwise agreed and signed options between Ecolynk and the Client.
2. **Final Payment:** The remaining amount is due upon delivery of final files, before deployment, handover, or release of the source code.
3. **Late Payments:**
 - 3.1. Invoices unpaid after **[21]** days accrue interest at **[1.5% per month]** (or the maximum allowed by law in the Company’s jurisdictions).
 - 3.2. The Company may suspend all services (hosting, domains, access to repositories, files, technical support or any other service offered by the company) if payment is overdue by **[30]** days.
 - 3.3. The client remains liable for the full contract value even if they choose to terminate the project midway. Any discounts offered are void upon termination.

2.4 INTELLECTUAL PROPERTY (IP)

- **Before Full Payment:** The Company owns 100% of all code, designs, wireframes, graphics, and deliverables. The Client receives a review-only license to evaluate progress.
- **After Full Payment:** The Company transfers full ownership of the *final custom deliverables* to the Client.
- **Company’s Reserved Rights:** The Company retains permanent ownership of its reusable code libraries, frameworks, components, design snippets, automation scripts, and general technical knowledge. These may be used in other projects.
- **Client’s Assets:** The Client guarantees that all text, images, data, and third-party materials provided do not infringe on any third-party copyrights, trademarks, or privacy rights.
- **Portfolio & Marketing Rights:** The Company retains the irrevocable right to display the finished project in its portfolio, social media, website, case studies, and marketing materials – even after IP transfer. Sensitive business logic or confidential data may be blurred or excluded upon Client request.

2.5 WARRANTIES & DISCLAIMERS

- **Company's Warranty:** The Company warrants that the delivered code will substantially conform to the SOW (Section 5) and be free of malicious functions for [30] days post-launch (the "Warranty period"). Genuine bugs discovered during this period are fixed at no extra charge.
- **Voiding Warranty:** Once the Client (or their third-party team) modifies the code after delivery, this warranty becomes void.
- **DISCLAIMER:** The Company does **NOT** guarantee that the software will be 100% error-free, immune to hacking, compatible with future third party updates. The Company is not responsible for lost revenue, decreased SEO rankings, data loss, or traffic drops resulting from the use or non-use of this product

2.6 LIMITATION OF LIABILITY (Legal Shield)

- **Cap on Damages:** The Company's total liability to the client, for any claim raising from this Agreement, shall never exceed the **total fees paid by the Client** for that specific project.
- **No Consequential Damages:** The Company is NOT liable for any indirect, incidental, special, or consequential damages – including lost profits, lost data, business interruption – even if advised of the possibility.

2.7 TERMINATION

- **By Client:** The Client may terminate with [7] days' written notice. They will be billed for all work completed at the Company's standard hourly rate as it shall be prescribed by the Company. The deposit is non refundable.
- **By Company:** The Company may terminate immediately if the Client fails to pay, requests illegal or unethical activities, or exhibits abusive/harassing behavior toward staff. The Company will deliver all work done-to-date upon full payment of outstanding invoices.

2.8 CONFIDENTIALITY

The Company will not disclose the Client's propriety business information, customer data, or trade secrets. This obligation survives termination indefinitely.

2.9 GOVERNING LAW AND DISPUTES

This Agreement is governed by the laws of ECOLyNK Creations Limited. Disputes shall first be attempted via good faith negotiation. If unresolved within [30] days, they will be settled via binding arbitration in Kenya, not thru jury trial. The prevailing party shall be entitled to recover reasonable legal fees and arbitration costs.

SECTION 3 – PRIVACY POLICY AND WEBSITE TERMS.

(Applies to visitors of the Company's website and to how the Company handles Client data)

3.1 WEBSITE TERMS OF USE (For Site Visitors)

- All content on www.ecolynkcreations.co.ke – including text, graphics, code, examples, and case studies – is the property of Ecolynk Creations Limited. Visitors may not copy, scrape, or commercially reproduce it without written consent.
- Visitors agree not to introduce malware, hack servers, or use bots to crawl the site.
- The site is provided “**AS IS.**” The Company does guarantee it will be available 100% of the time.

3.2 PRIVACY POLICY – WHAT DATA IS COLLECTED

The Company collects **ONLY** the data necessary to do the business and improve services.

3.3 HOW DATA IS USED AND SHARED

- The Company shall **NEVER** sell, rent, or trade personal data.
- Limited data may be shared with necessary third parties:
 - Payment processors to process payments
 - Analytics tools with anonymised IPs where possible.
 - Hosting/Cloud providers to deploy projects
- All third parties are contractually bound to keep data secure.

3.4 CLIENT DATA RIGHTS (GDPR/CCPA Compliance)

The Client has the right to:

- **Access:** Request a copy of all data held
- **Rectify:** Correct inaccurate data
- **Delete:** Request erasure (subject to legal retention – records kept for [7] years for tax purposes).
- **Portability:** Receive data in a machine-reachable format
- To exercise rights, email support@ecolynk.co.ke “Privacy Request” in the subject. Response within **48Hrs.**

3.5 SECURITY AND RETENTION

- SSL encryption, strong passwords, 2FA, and encrypted backups are used.
- Client records retained for [7] years to comply with tax laws. Inquiries from non clients deleted after [12] months.
- **No system is 100% secure.** Absolute security cannot be guaranteed.

SECTION 4 – CLIENT OBLIGATIONS DURING ACTIVE DEVELOPMENT

(These rules apply from project kickoff to final sign-off)

4.1 ASSET DELIVERY

The Client must:

- Provide all text, images, logos, brand guidelines, and data files within [5] **business days** of kick-off or specific request.
- Ensure content is **final and proofread**. Changes after the Company has coded around them are billable change orders.
- Provide accurate hosting/domain/API credentials within [3] **business days** of request.

If the Client fails: The delivery deadline shifts by exactly the number of days they are late. No exceptions.

4.2 FEEDBACK & APPROVAL WINDOWS

The Client must:

- Review and send consolidated feedback on each milestone (mockups → staging site → final build) within **[3] business days**.
- Approve **explicitly** via email. Verbal “looks good” is not form of approval.

If the Client fails:

- Silence after 3 business days = **automatic approval**. The Company proceeds to the next phase.
- Design changes requested after sign-off on mockups are billed hourly unless agreement signed off.

4.3 CHANGE ORDERS (Scope Creep)

The Client acknowledges:

- Anything not listed in the SOW (Section 5) is **out of scope**.
- New features, pages, or design overhauls requested mid-project require a formal change Order
- The Company will provide a time/cost estimate within **2 business days**. Work does not start until the Client signs it.

If the Client fails: The Company may pause the project until scope is renegotiated.

4.4 THIRD-PARTY TOOLS ACCESS

The Client must:

- Purchase and renew their own licenses for premium plugins, fonts, stock assets, and hosting (unless the Company explicitly agreed to purchase them).
- Back up their existing data before any migration. The Company is not responsible for data loss unless cost y gross negligence.

4.5 USER ACCEPTANCE TESTING

The Client must:

- Thoroughly test the delivered product on their own devices/browsers during the final review period.
- Submit a detailed bug list with steps, screenshots, and URLs.
- Understand that taste changes (“I prefer a different font”) are not bugs – they are Change Orders

If the Client fails: Bugs discovered after launch that were present in staging are billed at the standard hourly rate, not covered under warranty.

4.6 CONDUCT AND COMMUNICATION

- Designate **one point of contacts** from the Client side.
- Respond to clarifying questions within **24 business hours**.
- **Zero tolerance** for abusive, threatening, or discriminatory language. Violation = immediate termination with no refund of deposit.

4.7 CONSEQUENCES FOR REPEATED VIOLATIONS

If the Client repeatedly delays assets, ignores feedback windows, or changes requirements, the Company reserves the right to:

- Put the project on hold
- Charge a **re-activate fee** (10% of the remaining balance) if the project stalls for more than [21] **consecutive days** due to Client inaction.
- Terminate the project, deliver completed work, and retain the deposit.

UNIFIED SIGNATURE PAGE.

IMPORTANT: *By signing you agree to all terms of work and as its in the sections above.*

I _____ having acknowledged that I have read, understood, and agreed to all provisions across section 1 to section . Do hereby, on the day of _____ abide by all the sections and swear to withhold them accordingly.

CLIENT SECTION

Client Signature: _____

Client Name: _____

Client Title/Role: _____

Company Name (optional): _____

Client Contact: _____

Date: _____



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