

# Web Site Construction Agreement

THIS AGREEMENT made as of the \_ day of \_

between: **Client Name**

(Herein after referred to as "Client")

And

**ESimplified Inc.**

(Herein after referred to as "ESimplified")

## STATEMENT OF INDEPENDENT BUSINESS

**ESimplified** is an independent web site development and consulting company that produces web sites for the general public in exchange for fees with respect to the **Web Site Development Project** (herein after referred to as "**WSDP**")

## AUTHORIZATION

Upon and subject to the terms and conditions of this Agreement, the **Client** is engaging **ESimplified** as an independent contractor for the specific purpose of developing the **WSDP**. Such a **WSDP** is to be installed on the **Client's** Web space on a pre-designated Internet Hosting Service Provider's (herein after referred to as "**ISP**") host computer.

**Client** also authorizes **ESimplified** to publicize the completed **WSDP** on the **ESimplified** web site, and in other promotional materials produced by **ESimplified** for the purpose of promoting **ESimplified**.

## COPYRIGHTS AND TRADEMARKS

All materials provided to **ESimplified** by the **Client** shall remain the property of the **Client** or its third-party licensors.

The **Client** unconditionally guarantees not to provide to **ESimplified** any content for their **WSDP** that infringes on one or more, patents, copyrights, trademarks, or other intellectual property rights. The **Client** has agreed to indemnify, and hold **ESimplified**, its partners, employees, representatives, agents, and the like harmless for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of any such infringement. If the **Client** becomes aware of any such possible infringement the **Client** has agreed to immediately notify **ESimplified** of any such incident in writing.

## CONFIDENTIALITY/NON-DISCLOSURE

The **Client** and **ESimplified** agree that they shall not, both during the term of this Agreement and subsequent to its termination, disclose, divulge, communicate orally, in writing, or otherwise to any person or persons any confidential information pertaining to the other parties obligated in this Agreement.

## **LEGAL DISCLAIMER**

**ESimplified** is obligated to ensure the proper operation of the **WSDP**. The **Client** shall have three (3) months from the time of **WSDP** installation launch date to inform **ESimplified** in writing of any aspects of the **WSDP** which are inoperative or incomplete. Failing such notice **ESimplified** considers the said **WSDP** complete and fulfilled (other than On-going Maintenance). All information and Materials with respect to the **WSDP** shall be considered confidential.

In no event will **ESimplified**, its partners, employees, representatives, agents, and the like, be liable to the **Client** or any third party for any damages, including lost profits, lost saving or other incidental typographical errors, omissions and consequential or special damages, arising out of the operation of, or inability to operate, any of the **WSDP**'s, Web pages, Web site and/or scripts. In all cases, the monetary liability of **ESimplified** is limited to the Contracted Total for the **Client**.

## **COMPLETION DATES**

**ESimplified** must endeavor to complete the **WSDP** in a timely manner by working expeditiously, using the completion, timelines outlined for the **WSDP**.

If it is necessary for **ESimplified** to delay the completing date outlined in the **WSDP**, written or electronic mail notice must be given to the other party as soon as it is realized that a delay may occur. **ESimplified** reserves the right to hire and/or assign a third party subcontractor. This will be done to ensure the completion of the **WSDP** in a timely manner.

## **TERMINATION**

This Agreement can be terminated by either party with twenty (10) days written notice being supplied to the other party named in this Agreement. The **Client** agrees that notwithstanding the termination of this Agreement, **ESimplified** shall be entitled to receive all balances owing from the **Client** as outlined in the **WSDP** for the parts and/or sections already completed along with the adjustments of the monies received.

## **STATUS OF THE PARTIES**

Nothing contained herein shall obligate either party for the other, or any other purpose other than is explicitly set out herein, and neither the **Client** and/or **ESimplified** shall have any rights to incur liabilities or obligations for or on behalf of the other, except as specified herein. It is hereby acknowledged that **ESimplified** is not the publisher for the **Client**, and is only assisting in the distribution of the **Client**'s Materials through **WSDP**.

## **PRICES, FEES AND PAYMENTS**

Notwithstanding, any prices listed in literature or on Web pages/site, both parties agree that the prices and/or Fees of the said **WSDP** will include a clearly defined breakdown of the total payment as outlined in the **WSDP**. All payments to **ESimplified** by the **Client** shall be made in Canadian Dollars.

## **CANCELLATION AND OWNERSHIP**

In the event that this agreement is cancelled or terminated by the **Client** prior to completion, the **Client** agrees that **ESimplified** is entitled to keep the advanced non-refundable deposit and that the **Client** shall make payment for any additional work done as of cancellation that exceeds the non-refundable deposit and the **Client** will not assume licensed ownership of the **WSDP** until such time as full payment is made. Once full payment has been made, **ESimplified** will transfer ownership of **WSDP** to the **Client**.

**GENERAL PROVISIONS**

The **Client** and **ESimplified** agree that this Agreement contains the entire Agreement, of the parties, relative to the matters dealt with herein, and benefit of, and be binding upon, the parties hereto, and their respected heirs, executors, administrators, successors, and permitted assigns.

The laws of the province of Ontario shall govern this Agreement. The **Client** and **ESimplified** agree that the sole venue for any dispute between the **Client** and **ESimplified** shall be a location in Toronto, Ontario that will be mutually chosen and agreed to by both parties in writing.

In the event that it is determined in any legal proceeding before a competent tribunal that any paragraph or a part of any paragraph of this Agreement is invalid, illegal, or unenforceable, such paragraph or part thereof shall be deemed to be severed from this Agreement, and the remainder of this Agreement shall continue with full force and effect.

IN WITNESS WHEREOF: this Agreement has been executed by the parties hereto.

**Company Name**

ADR Chambers

M. Botha

Signature

**Contact Name**

Marissa Botha

5 March 2020

Date

**For ESimplified Inc.**

Mohit Grover

Mohit Grover

Date

# SFHG Website Updates

<https://sfhgroup.com/>

Version 1

February 12, 2020

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# 1 Project Specifications

## 1.1 Key requirements

1. Ability for Admin to create new courses to the site
2. Three types of courses have to be created
  - a. Online
  - b. In-person
  - c. Combination (Online and In-person)
3. All courses to have same look & feel as current website <https://sfhgroup.com/>
4. Ability for site Administrator to create new registration forms with the flexibility to allow that each registration form can be customized for a specific course which would appear with the course registration. Registration forms must allow for open ended fields and drop-down field selections.
5. Ability to create multiple users for WP-Admin with different permission settings so they can only view their assigned sections.
6. The site accepts both Canadian and International users and auto detection for CDN and USD currency depending on the type of course and course location. The pricing displayed for in person courses and combination courses, the physical location where the course will take place will determine the currency. For online courses the location of the user will determine the currency.
  - o CAD for all in-person courses taking place in Canada and all courses that has an in-person component that takes place in Canada i.e. ODACC that has an in person and online component
  - o USD for all in-person courses taking place outside Canada and all courses that have an in-person component that takes place outside Canada.
  - o USD for all online courses where the user is located outside Canada
  - o CAD for all online courses where the users is located within Canada
7. Workflow on successful registration for the respective courses:
  - o In-person course
    - Auto "Thank you" email to registered email address
    - Auto email to Admin informing of new registration
    - Storing the registration information for the course

Reporting on users registered for individual courses that would also indicate if payment was made through the system
  - o Online Courses and Combination Courses (such as ODACC)
    - Integrating with Learn Upon system (details below) of a minimum of the following fields:
      - Name

- Surname
- Address
- Organization
- Phone number

Auto "Thank you" email to registered email address

Auto email to Admin informing of new registration

Storing the registration information for the course

Reporting on users registered for individual courses that would also indicate if payment was made through the system

8. Registration and payment information will be captured in a dashboard for all types of courses that will allow ADRC to download all data with basic filters such as course, date, discount codes, etc to Excel in a format that can be uploaded again into other databases
9. Discount codes / Coupons: For all courses (online, in-person and combination courses) users should be able to apply discount codes which are generated by Admin. The discount codes can also be applied by ADR admin as payments are processed manually. Discount codes can be applied to one course or multiple courses or categories. Scope includes creating Admin options to create codes and viewing registrations per code. Also changes in website front end to apply coupon discounts for all types of courses to valid coupons.
10. Each course will have a status of "Available", "Add to waitlist" or "Sold Out". Admin can mark a course as "Sold Out" which will disable any registration. All registration reports to have an "Export to Excel" option.
11. Taxes and Pricing for courses to be Admin managed and depends upon the type of course. The Admin should be able to manage course pricing, applicable taxes based on user's location and follows the guidelines:
  - Online Canadian courses when user location is in Canada: Pricing in Canadian dollars and taxes applicable for Ontario
  - Online courses for International users: Pricing is in USD and No taxes
  - In-person courses taking place at a location outside Canada: Pricing in USD and no taxes
  - In-person courses taking place in Canada: Pricing to be in Canadian dollars + applicable provincial tax.
12. Management of the number of participants per course will be available for online and in person courses by Admin and can be manually updated and managed by admin at any time after a course has been created.
13. End-user and Admin email subject lines and content must be customizable. Email composer must have capability to upload images and files. Upon payment for a course the participant will receive an email with a summary of the payment made that includes course name, course date, course fee and HST. Changes required to set a plugin for the module, changes in

forms to attach the Email templates and custom coding to select the appropriate email template(s) while sending auto emails during payment confirmation, registration with manual payment confirmation and LearnUpon account creation.

## 1.2 LearnUpon Integration

There are 2 LearnUpon accounts set out below must be integrated to <https://sfhgroup.com/>:

- <https://adrc.learnupon.com/>
- <https://adr.learnupon.com>

Registration for courses will be directed to their respective accounts depending on the options selected by Admin when courses or course sessions for combination or online courses are created.

API integration with LearnUpon and <https://sfhgroup.com/> will allow for the following functionality:

- Allow admin to assign the correct LearnUpon account (<https://adrc.learnupon.com/> or <https://adr.learnupon.com>) during course creation
- On a successful registration of an Online or Combination course by a user:
  - System must connect with LearnUpon system through API's to:
    - The correct LearnUpon system based on selection during course creation
    - <https://adrc.learnupon.com/> or <https://adr.learnupon.com> with authorized access
    - Auto create a new account for the new user to be used in LearnUpon system.
    - Match the purchased course with available courses on LearnUpon
    - Attach the new user with the correct course
    - Create an auto email to be sent to user with link and access login for the course on the LearnUpon system.
- Retrieve LearnUpon ID for an uploaded course in their system and attach the Id to the same online course available on the website.

## 1.3 Payment Integration

All payments will go through Elavon (<https://www.elavon.ca/>) merchant accounts. The website <https://sfhgroup.com/> has three merchant accounts:

- An account for all courses charged in CAD
- An account for all courses charged in USD

Payment process

- Connect into payment gateway system with authorized access
- Sending payment and other relevant information to gateway
- Interpreting and responding to success/declined payment codes and directing users to appropriate actions.



The page <https://register.sfhgroup.com/payment> must be active on the new hosting environment with payment functionality to allow for payments by organizations that made group registrations or registrations via telephone. A new sub domain register.sfhgroup.com will need to be created on the new hosting. Coding charges are required to set/process the page on the new hosting are included in the proposal cost.

The functionality of making changes to payments received, after applying relevant applicable discounts and refund of pre-authorized payments will continue to work as in the old system and will be managed by logging into the service provider account of the admin. No charge has been allotted for this existing functionality.

## 1.4 Technical Requirements

1. Full hosting access to website sfhgggroup.com
2. Appropriate access required for LearnUpon & payment gateway integration.
3. The new site will be launched at a new hosting platform from Siteground and eSimplified will manage the migration to the new site.
4. Google analytics tracking will be implemented in all pages using a successful registration as the trigger for goal setting. As payments for courses can be made manually, payment will not be used to measure success in Google analytics but successful registration and waiting list registration will be used. The SFHG Google Analytics script code below will be used.

```
<!-- Global site tag (gtag.js) - Google Analytics -->
<script async src="https://www.googletagmanager.com/gtag/js?id=UA-1542734-4"></script>
<script>
  window.dataLayer = window.dataLayer || [];
  function gtag(){dataLayer.push(arguments);}
  gtag('js', new Date());

  gtag('config', 'UA-1542734-4');
</script>
```

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## 2 Required Development

### 2.1 Development Phase 1

*All deliverables in 3. Scope of work that are recorded in black font.*

Design and develop a new registration system with API and Payment gateway integration for Combination, Online and In-person courses with replication of the current functionality and look and feel of the website <https://sfhgroup.com/>.

Admin functionality to create new courses without the assistance from eSimplified

- Development of new registration forms for in-person and online courses with option to download data to Microsoft excel using the plugin Gravity forms
- API integration to LearnUpon using PHP code
- eSimplified will use PHP code to develop the "Email template composer" for courses and sessions
- Development of discount code application for all types of courses.
- New payment gateway for Online courses i.e. replace Moneris with Elavon.
- Set-up and full integration to LearnUpon for the 2 Elavon merchant accounts with capability to transact after registration through the website link <https://register.sfhgroup.com/payment>
- Launch the website with updated functionality on a new hosting platform from Siteground. eSimplified will manage the migration to the new site.
- Google analytics tracking will be implemented in all pages using a successful registration as the trigger for goal setting.

### 3 Scope of work

#### 3.1 Website User Courses and Programs

##### In-person Courses

- Select course
  - View program information
    - Upcoming sessions
      - View session information
        - Register
    - Register for course
      - Registration form
        - Enter/apply discount code (if available)
        - Pay Online
          - Auto thank you email to user with summary of payment (receipt)
          - Auto Registration email to Admin with summary of payment (receipt)
      - Pay Manually
        - Auto thank you email to user
        - Auto Registration email to Admin
  - Add to Waiting List
    - Fill form
      - Email to Admin
      - Add Waiting list info in Admin for future reference

- Sold Out Course
  - No further action can be taken

Online Courses

Select Programs

- View program information & Register for program

Registration form

- Enter/apply discount code (if available)
- Pay Online
  - Integration with LearnUpon to register user with selected course in SFHG account with LearnUpon
  - Auto thank you email to user with LearnUpon link and login info for LearnUpon
  - Auto Registration email to Admin

Pay manually ie cheque

- Auto thank you to user
- Auto Registration email with request for invoice to Admin (invoice to be generated manually outside the system)
- Admin to update when payment is received
  - Integration with LearnUpon to register user with selected course in selected LearnUpon account and transfer of all key registration data.
  - Auto thank you email to user with summary of payment (receipt) & LearnUpon link and login info for LearnUpon
  - Auto registration email to Admin with summary of payment (receipt) and LearnUpon login confirmation

Combination course (In-person + Online)

Select course

- View course information
  - Upcoming sessions
    - View session information
  - Register for course
    - Registration form
      - Enter/apply discount code (if available)
        - Pay Online
          - Integration with LearnUpon to register user with selected course in selected LearnUpon account and transfer of all key registration data.
          - Auto thank you email to user with summary of payment (receipt), LearnUpon link and Login for LearnUpon
          - Auto registration email to Admin with summary of payment (receipt) and LearnUpon login confirmation
  - Pay manually ie cheque / EFT

Auto thank you email to user  
Auto Registration email with request for invoice to Admin (invoice to be generated manually outside the system)  
Admin to update dashboard when payment received  
Integration with LearnUpon to register user with selected course in selected LearnUpon account and transfer of all key registration data  
Auto thank you email to user with summary of payment (receipt), LearnUpon link and login info for LearnUpon  
Auto Registration email to Admin with summary of payment (receipt) and LU login confirmation

- Add to Waiting List
  - Fill form
  - Email to Admin
  - Add Waiting list info in Admin for future reference
- Sold Out Course
  - No further action can be taken

### 3.2 WP-Admin Login development

#### Registration forms

- Create New
  - Select Online or In-person or combination course
    - Drag required fields
      - Set mandatory fields
      - Save form
- Edit form
  - Select form
    - Make changes
      - Save

#### Create Online Course

- Update content of course including the points below that will be different for the various courses
  - Cancellation Policy
  - Discount Policy
- Assign correct LearnUpon site ie SFHG or ODACC
- Retrieve course ID from SFHG LearnUpon account (Learn Upon API integration)
- Assign registration form
- Enter cost for USD and CAD
- Select tax
- Upload screenshot images

### Edit online courses

- Select course
- Manage registration numbers
  - Disable course for registration
  - Mark as Sold Out
  - Save changes

### Create In-Person course

- Select in-person course
- Update content of course including the points below that will be different for the various courses
  - Cancellation Policy
  - Rescheduling Policy
  - Discount Policy
- Select Pre-requisite courses. See example <https://sfhgroup.com/executive-certificate-in-conflict-management/>
- Select workshops for course
- Add accreditations, testimonials and questions about this course as per the current set-up in the SFHG website <https://sfhgroup.com/dealing-with-difficult-people/>
- Upload images

### Create In-person Session (specific date and location)

- Assign registration form
- Set location
- Assign instructors
- Date
- Enter cost for USD and CAD
- Select tax
- Edit session
  - Select session (specific date)
    - Manage registration numbers
    - Mark as Sold out
    - Disable course for registration

### Create Combination course

- Select combination course
- Update content of course including the points below that will be different for the various courses
  - Cancellation Policy
  - Rescheduling Policy
  - Discount Policy

- Select Pre-requisite courses. See example <https://sfhgroup.com/executive-certificate-in-conflict-management/>
- Select workshops for course
- Add accreditations, testimonials and questions about this course as per the current set-up in the SFHG website <https://sfhgroup.com/dealing-with-difficult-people/>
- Upload images

#### Create Combination Course Session

- Assign registration form
- Set location
- Assign instructors
- Date
- Enter cost for USD and CAD
- Select tax
- Retrieve course ID from SFHG LearnUpon account (Learn Upon API integration)
- Assign correct LearnUpon site for API integration ie SFHG or ODACC
- Upload images
- View /edit session
  - Manage registration numbers / participant allowance per course
  - Disable course for registration
  - Mark as Sold Out
  - Make changes and save

#### Instructors

- Create new
  - Upload image
  - Add bio
- Edit instructor

#### Users

- Create New
  - Assign working sections
- Manage users
  - Select users
    - Make changes
      - Save

#### Registrations

- View all

- Export registrations (Excel format)
- View by course
  - Select course (Online or In-person, combination course)
    - View registrations
      - View all information of user
      - Export registrations (Excel format)
- View by course session
  - Select course (Online or In-person, combination course)
  - Select course sessions
    - View registrations
      - View all information of user
      - Export registrations (Excel format)

#### Waiting Lists

- View waiting lists
  - Select waiting list users per course
    - Select waiting list users per date

#### Email template composer

- Create new
  - Add name and content
- View templates
  - View/edit selected template

#### Discount codes

- Create new
  - Select Fixed or Percent discount
  - Set expiry date
  - Maximum number of discounts
  - Select course to apply to
- View codes used
  - Disable code
  - View registration on selected code
    - Export Excel

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## 4 Future Development

### 4.1 Development Phase 2

*(All deliverables in 3. Scope of work that are recorded in red font)*



Design and develop option to automate all payments. This development will include functionality for admin to update dashboard with manual payments and to continue the workflow of API integration and payment confirmation.

In other words, Admin will be able to manually manage the dashboard with payments received. When the dashboard is updated by admin it will automatically continue the workflow and send the appropriate emails to admin and the end user. Therefore, if a course participant registers for a course and paid by cheque, admin will update the dashboard with payment received and the end user will receive a payment confirmation email

1. Manual payment processing

a. In-person course (1 days)

i. Website user coding change:

1. Generating auto email for users and Admin

ii. Website Admin coding change:

1. Changes in Admin and database (to store payment information) to allow Admin to be able to enter payment information in the system.
2. Generating auto emails sent to users confirming registration with payment information once Admin has entered the information.

b. Online courses 2 days

i. Website user coding change:

1. Generating auto email for users and admin with a request to send invoice. Admin will generate invoice and send email to user with link for payment (done manually and not from Admin).
2. No integration with LearnUpon system for manual payment processing

ii. Website Admin:

1. Changes in Admin and database (to store payment information) to allow Admin to be able to enter payment information in the system.
2. Generating auto emails sent to users confirming registration with payment information once Admin has entered the information.
3. Integrating with LearnUpon system via admin interface to register the user now that payment has been added and generating auto emails to inform user & admin of completed registration and LearnUpon link with login information

c. Combination course 1 day

ii. Website user coding change:

1. Generating auto email for users and admin with a request to send invoice. Admin will generate invoice and send email to user with link for payment (done manually and not from Admin).
2. No integration with LearnUpon system for manual payment processing

ii. Website Admin:

1. Changes in Admin and database (to store payment information) to allow Admin to be able to enter payment information in the system.



2. Generating auto emails sent to users confirming registration with payment information once Admin has entered the information.
3. Integrating with specific LearnUpon account via admin interface to register the user now that payment has been added and generating auto emails through the admin interface to inform user & admin of completed registration and LearnUpon link with login information

## 4.2 Development Phase 3

The current invoicing process on the website will allow a user during registration for courses to select the option "Send Invoice". The user does not pay online during registration when the user selects this option. When this option is selected Admin receives an email indicating the request for invoice. The Admin then manually prepared a pdf invoice and sends the user and email with the invoice and a link to a static payment page where the user has to fill his registration information and make payment.

Phase 3 will automate this process. The user will receive and system generated invoice and with a payment link. If the user clicks on the payment link the user's registration will be recognized by the system and allow the user to make a payment that will update the dashboard. If the course paid for had an online component, LearnUpon profile generation and course registration confirmation will be completed by the system. Payment and course registration confirmation email will be forwarded to the user and Admin by the system

- User requests an invoice to be sent before payment
  - Admin receives the request
    - Retrieve the user record in the Admin system
      - Presses a button labeled "generate Invoice"
      - The system auto generates an invoice pdf (format for invoice to be provided)
      - Auto email generated with a custom link sent to the user and Admin
      - User receives the email. Clicks on the link
        - Loads a dynamic page which auto populates user information, course selected etc.
        - Users enters the payment information
          - Integration with appropriate Elavon account for payment
            - System database is updated with payment information for the user
            - LearnUpon integration done for online and combination courses in their respective accounts
- Auto email sent to user with LearnUpon link and login information to user & admin



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## 7 Login Details

The following login details were provided to eSimplified

SFHG website

<https://sfhgroup.com/wp-admin>

User: [mohit@esimplified.ca](mailto:mohit@esimplified.ca)

Password: DxN\*JfzVPCz&9V

Registration/payment system:

<https://register.sfhgroup.com/portal/login>

User: [irina@adr.ca](mailto:irina@adr.ca)

Password: tennis-light-rain

SiteGround (hosting) information:

<https://login.siteground.com/password>

Username: [irina@adr.ca](mailto:irina@adr.ca)

password: Snow-Rain-19

Go to "My Account" "Go to Cpanel"

Under "Current User" select sfhgroup.com

LearuUpon:

<https://adr.learnupon.com>

User: [Mohit@esimplified.com](mailto:Mohit@esimplified.com)

password: user generated

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## 8 Contact details

Mohit Grover

M: 416-895-6790

O: 905-492-2356

