



C2 Web Solution, LLC
Tallahassee, Florida 32303
Phone: 850.491.8477
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Website Contract Terms and Policies

1. Authorization.

The CLIENT hereby authorizes WEB DESIGN SHOP to access this ISP account, and authorizes the ISP to provide WEB DESIGN SHOP with any necessary “write permission” for the CLIENT’s Web page directory, cgi-bin directory, and any other directories or programs that need to be accessed for this project. The CLIENT also authorizes WEB DESIGN SHOP to publicize its completed Web site to Web search engines, as well as other Web directories and indexes.

2. Warranties

WEB DESIGN SHOP represents and warrants to the CLIENT that it has the experience and ability to perform the services required by this CONTRACT; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this CONTRACT; and that its performance of this CONTRACT shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, CLIENT will not determine or exercise control as to general procedures or formats necessary to have these services meet CLIENT’s satisfaction.

The CLIENT represents and warrants to WEB DESIGN SHOP that it will provide CLIENT materials as required in a professional, competent, and timely manner; that it has the power to enter into this Agreement on behalf of CLIENT; and that its performance of this CONTRACT shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

3. Payment Terms.

Unless otherwise stated in the “Payment” document attached to this agreement, the following standard terms apply. Total amount of hosting and domain registration is required to commence work. The site will then be put on-line on a draft directory of the CLIENT’s ISP or of WEB DESIGN SHOP for the CLIENT’s viewing. During this proofing stage, typographical errors, design changes, and other corrections will be made according to the instructions of the CLIENT. The quarterly Web hosting timeframe begins when the payment is made and the draft site is put on-line. Payment for the site must be made in full before the site will be moved to the main directory of the CLIENT’s ISP unless other arrangements have been made. Marketing of the site in the three search engines and directories will occur only after the final payment is made.

4. Completion Date.

WEB DESIGN SHOP and the CLIENT must work together to complete the Web site in a timely manner. Much of this depends on receiving the appropriate images and text from the CLIENT. We agree to work expeditiously to complete the Web site in a professional and timely fashion.

5. Assignment of Project.

WEB DESIGN SHOP reserves the right to assign subcontractors to this project to ensure the right fit for the job as well as on-time completion. WEB DESIGN SHOP will be responsible for the final results of the project.

6. Additional Expenses.

CLIENT agrees to reimburse WEB DESIGN SHOP for any mutually agreed additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, etc.

7. Additional Services.

Any revisions, additions or redesign CLIENT wishes WEB DESIGN SHOP to perform not specified in this document shall be considered "additional" and will require a separate Agreement and payment.

8. Copyrights and Trademarks.

The CLIENT represents to WEB DESIGN SHOP and unconditionally guarantees that any elements of text, graphics, photos, audio, designs, trademarks, or other artwork furnished to WEB DESIGN SHOP for inclusion in Web pages are owned by the CLIENT, or that the CLIENT has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend WEB DESIGN SHOP and its subcontractors from any claim or suit arising from the use of such elements furnished by the CLIENT.

9. Age.

CLIENT certifies that he or she is at least 18 years of age.

10. Limited Liability.

CLIENT hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity, and any infringement of privacy or libel.

CLIENT hereby agrees to indemnify and hold harmless WEB DESIGN SHOP from any claim resulting from CLIENT's publication of material or use of those materials. CLIENT hereby agrees to indemnify and hold harmless WEB DESIGN SHOP in any claim resulting from the submission of illegal materials.

If WEB DESIGN SHOP shall acquire an Internet Domain Name on behalf of the CLIENT, then in such case CLIENT hereby waives any and all claims which it may have against WEB DESIGN SHOP, for

any loss, damage, claim or expense arising out of or in relation to the registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of the providing of this service by WEB DESIGN SHOP for any reason.

Under no circumstances, including negligence, shall WEB DESIGN SHOP, its offices, agents, or anyone else involved in creating, producing, or distributing its services, be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of inability to use WEB DESIGN SHOP's services; or that results from mistakes, omissions, interruptions, deletion, or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to WEB DESIGN SHOP's records, programs, or services. CLIENT maintains sole responsibility for data back-ups and restoration. CLIENT hereby acknowledges that this paragraph shall apply to all content on WEB DESIGN SHOP's services.

Notwithstanding the above, CLIENT's exclusive remedies for all damages, losses, and causes of actions whether in CONTRACT, tort including negligence, or otherwise, shall not exceed the aggregate dollar amount that CLIENT paid during the term of this CONTRACT and any reasonable attorney's fee and court costs.

11. Indemnification.

CLIENT agrees that it shall defend, indemnify, save and hold WEB DESIGN SHOP harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees, ("Liabilities") asserted against WEB DESIGN SHOP, agents, its clients, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by CLIENT, its agents, employee, or assigns. CLIENT agrees to defend, indemnify and hold harmless WEB DESIGN SHOP against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with WEB DESIGN SHOP's service, any material supplied by CLIENT infringing on the proprietary rights of a third party, copyright infringement, and any defective product which CLIENT has sold from the Web site WEB DESIGN SHOP has designed.

12. Laws Affecting Electronic Commerce.

The CLIENT agrees that the CLIENT is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend WEB DESIGN SHOP and its subcontractors from any claims, suit, penalty, tax, or tariff arising from the CLIENT's use of Internet electronic commerce.

13. Copyright to Web Pages.

WEB DESIGN SHOP owns copyright to the finished, assembled work of Web pages produced by WEB DESIGN SHOP. Upon final payment of this CONTRACT, the CLIENT is assigned rights to use as a Web site the design, graphics, and text contained in the finished, assembled Web site. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the

CLIENT, and remain the property of their respective owners. WEB DESIGN SHOP and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

14. Authorship Credit.

CLIENT may select that WEB DESIGN SHOP includes a byline and link on the bottom of their Web page establishing authorship credit. This byline is upon agreement by both CLIENT and WEB DESIGN SHOP and must be removed at any time upon written request by WEB DESIGN SHOP.

15. Non-Disclosure.

WEB DESIGN SHOP, its employees, and subcontractors agree that, except as directed by CLIENT, it will not at any time during or after the term of this CONTRACT disclose any Confidential Information to any person whatsoever.

The CLIENT and its employees agree that it will not at any time during or after the term of this CONTRACT disclose any payment, payment terms, and payment schedules to any person whatsoever.

16. Cancellation.

In the event that work is postponed or cancelled at the request of the CLIENT by registered letter, WEB DESIGN SHOP shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this CONTRACT. If additional payment is due, this shall be payable within thirty days of the CLIENT's notification to stop work. In the event of cancellation, the CLIENT shall also pay any expenses incurred by WEB DESIGN SHOP and WEB DESIGN SHOP shall own all rights to the Work. The CLIENT shall assume responsibility for all collection of legal fees necessitated by default in payment.

17. Refund Policy.

If the CLIENT applies by a registered letter for a refund within fifteen (14) days of signing this CONTRACT, work already completed shall be billed at the hourly rate of \$75.00 and deducted from the initial payment. If the work that has been completed is beyond the amount covered in the initial payment, the CLIENT shall be liable to pay for all work completed at the hourly rate of \$75.00.

18. Arbitration.

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this CONTRACT shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed-upon Arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The CLIENT

shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of WEB DESIGN SHOP.

19. Payment of Fees.

In order for WEB DESIGN SHOP to remain in business, payments must be made promptly. Invoices are due upon receipt unless prior arrangements have been made. Delinquent bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. WEB DESIGN SHOP reserves the right to remove Web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the CLIENT agrees to pay all fees incurred by that process. This CONTRACT becomes effective only when signed by WEB DESIGN SHOP. Regardless of the place of signing of this CONTRACT, the CLIENT agrees that for purposes of venue, this CONTRACT was entered into in Leon County, Florida, and any dispute will be litigated or arbitrated in Leon County, Florida. Please pay on time.

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