

Terms & Conditions

1. Authorization.

The person named as the "Client" in the attached Web Design Project Package (hereinafter referred to as "Client") is engaging Web Bytes as an independent contractor for the specific purpose of designing a World Wide Web site, herein after referred to as "Web Design Project", to be published on the Client's account on an Internet Service Provider (ISP) computer, herein after refer to as the "Hosting Service". The Client hereby authorizes Web Bytes to access this account, and authorizes the Hosting Service to provide Web Bytes and its designer, Theresa Visintin, with "full access" to the Client's account, and any other programs required for the development of this Web Design Project. The Client permits Web Bytes to continue to access the Client's web hosting account after the completion of the Web Design Project, for the purpose of website updating as requested by the Client.

2. Development.

• *Compatibility* - Designing a website to fully work in multiple browsers (and browser versions and cross-platform) can require considerable time and even hacks to the code. It could also involve creating multiple versions of code and or pages. Although Web Bytes will endeavor to create a multi-browser compatible design, Web Bytes can only warrant the design to appear correctly in the latest browser versions current at the time of the creation of the Web Design Project. The browsers included for testing are:

- ~ Microsoft® Internet Explorer
- ~ Mozilla Firefox
- ~ Safari for Mac OS

Web Bytes's warranty does not cover AOL, text-based browsers or requested special effects that we may have advised you against.

• *For People with Disabilities* – Web Bytes' standard is to try to ensure that the content and functions we build into our websites are available to all visitors. Although this cannot be guaranteed.

3. Assignment of the Web Design Project.

Web Bytes reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project if deemed appropriate by Web Bytes.

4. Copyrights and Trademarks.

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Theresa Visintin and or Web Bytes for inclusion in the Web Design Project are free from Copyright protection, or that the Client has permission from the rightful owner to use each of these elements, and will defend, indemnify, and hold harmless Theresa Visintin / Web Bytes and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client. Web Bytes is absolved from the content and opinions displayed on the Client's website.

5. Project Publishing.

To publish the final Web Design Project, the Client requires a registered Domain Name and a Website Hosting Account. The Client understands these are separate services from the design and construction of the website itself. The Client agrees that Web Bytes may at times publish the in-progress Website Design Project in other than it's final form to allow for viewing and testing.

6. Completion.

Web Bytes and the Client must work together to complete the Web Design Project in a timely manner. Web Bytes will endeavour to complete the Web Design Project no later than 30 days after the Client has submitted all necessary materials. The Client agrees to supply Web Bytes with complete text and graphics content (in electronic form as approved by Web Bytes) for this Web Design Project within 45 days of the effective date of this agreement. Web Bytes will reserve the right to terminate this agreement if the Client is unable to provide the content within this time, in which case the Client agrees to pay a final invoice from Web Bytes to cover work already completed.

7. Performance.

Web Bytes will no longer be held responsible for the performance of the website, if the server files appear to be accessed and or modified by the Client or by a person not affiliated with Web Bytes. Web Bytes does not warranty that the website will be immune to third-party damages, hacking, presence of virus, spyware, etc. and is not responsible in any way for it's presence or removal.

8. Electronic Commerce Laws.

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Theresa Visintin and Web Bytes and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

9. Web Design Project Copyright.

Copyright to the completed Web Design Project will be owned by Web Bytes and the Client assigned rights to the created images, html and css files, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code and computer programs specifically are not transferred to the Client, and remain the property of their respective owners. Web Bytes and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a link to Web Bytes' website and may not be removed without the consent of Web Bytes.

10. Payments.

Payments must be made promptly based on the terms of this Web Site Design Project. Web Bytes reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by Web Bytes. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into in Perth, and any dispute will be litigated or arbitrated in jurisdiction convenient to Web Bytes, and the Client hereby consents to the personal jurisdiction of the Perth State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity.

11. Payment Schedule.

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and the Web Design Project Package, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and Web Bytes agree to the services described in this contract, and the Web Design Project Package. The Client agrees to pay Web Bytes the invoiced fortnightly progress payments upon execution of this agreement, which may include extra expenses and costs for variations (requested by the client) to the brief that is outlined in the Web Design Project Package. If the Client fails to communicate with Web Bytes for more than 21 days during the development of the website, Web Bytes reserves the right to terminate this agreement and the Client will be required to pay all outstanding invoices in addition to a final invoice equal to 10% of the total Web Design Project Package Price.

12. Legal Notice.

Notwithstanding anything to the contrary contained in this contract, neither Web Bytes nor any of its employees or agents, warrants that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Theresa Visintin and/or Web Bytes be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any Service Provider, of any Telecommunications Carrier, of the Internet Backbone, of any Internet Servers, your or your site visitor's Computer or Internet Software, even if Web Bytes has been advised of the possibility of such damages.

13. This Agreement.

This agreement constitutes the sole agreement between Web Bytes and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and Web Bytes. All prices specified in this contract will be honored for 6 months after both parties sign this contract. Services after that time will require a new agreement.