

THESE ARE THE STANDARD TERMS AND CONDITIONS REFERRED TO IN THE FOREGOING CONTRACT BETWEEN WEB DATA DESIGN AND

1. DEFINITION OF TERMS

WEB DATA DESIGN - 3102 Elmwood Avenue Erie PA 16508 trading as WEB DATA DESIGN having its principal place of business at 3102 Elmwood Avenue Erie PA 16508, aforesaid

The Client - the entity which enters into a contract with WEB DATA DESIGN

Domain Name - the root address of a website, e.g. www.webaddress.com. All such names must be registered with the appropriate naming authority, which will usually charge a fee.

Downtime - time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

Host - the company on whose system the Website physically resides.

Link, Hyperlink - a 'clickable' link embedded on a web page which may take the form of a graphic or text.

Search Engine - a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

Website - a collection of web pages and associated code which forms an integrated presence on the Internet.

The Work - the subject matter of the contract between the Client and WEB DATA DESIGN.

2. FEES

2.1

Fee Payable

A non refundable deposit of 50% of the total fee payable under the contract is due immediately upon the signing of the contract. The remaining fee shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work hereunder. WEB DATA DESIGN reserves the right not to begin the Work until the said deposit has been paid in full. The fee quoted in the contract does include the cost of domain registration, hosting set up fee or fee of any other nature if applicable.

2.2

Maintenance Fees

Maintenance fees, if included in the contract, shall be on a month to month basis, with a minimum of \$_____ payable in any month where updating is necessary. Fees will be assessed on an hourly basis at \$_____ per hour or part thereof. On site work will incur a service charge of \$_____. No fee will be required in a month where no updating is necessary. Search engine re-submissions, other than the original submission included in the contract fee, shall be included in the maintenance fee.

3. DISCLAIMERS

3.1

Third Parties

WEB DATA DESIGN can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although WEB DATA DESIGN will endeavour to ensure that Website downtime is kept to a minimum.

3.2

Maintenance and Correction of Errors

WEB DATA DESIGN takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to WEB DATA DESIGN will be corrected free of charge, but WEB DATA DESIGN reserves the right to charge a reasonable fee for correction of errors for which WEB DATA DESIGN is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to WEB DATA DESIGN.

DESIGN by the Client.

3.3

Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality. No registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

3.4

Consequential Loss

Under no circumstances will WEB DATA DESIGN be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure.

3.5

Status and Duration of Offers

Proposals and offers are valid for a period of one month from the date issued. WEB DATA DESIGN is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable should be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

3.6

Search Engine Listings

WEB DATA DESIGN does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not WEB DATA DESIGN who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new website may never even appear on Search Engines at all. WEB DATA DESIGN does not control Search Engines' algorithms and their shifts can occur daily, weekly and even hourly.

4. COMPLETION OF WORK AND PAYMENT

4.1

Completion of Work

WEB DATA DESIGN warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. WEB DATA DESIGN will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. WEB DATA DESIGN will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

4.2

Supply of Materials

The Client is to supply all materials and information required for WEB DATA DESIGN to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, website copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, WEB DATA DESIGN has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, WEB DATA DESIGN has the right to invoice the Client for any part or parts of the Work already completed.

4.3

Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify WEB DATA DESIGN, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to WEB DATA DESIGN as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% balancing payment under Clause 2.1 Fee

Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

4.4

Rejected Work

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by WEB DATA DESIGN to remedy any points reported by the Client as unsatisfactory, and WEB DATA DESIGN considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and WEB DATA DESIGN can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

4.5

Payment

Upon completion of 7 day review period, WEB DATA DESIGN will invoice the Client for the 50% balancing payment in accordance with Clause 2.1 Fee Payable hereof which, in the absence of agreement to the contrary, is to be paid by the Client within 21 days of the date that the invoice was issued.

4.6

Remedies for Overdue Payment

If payment has not been received by the due date, WEB DATA DESIGN has the right to suspend ongoing work for Client, until such time that full payment of the outstanding invoice has been received. If full payment has still not been received 21 days after the due date, WEB DATA DESIGN has the right to replace, modify or remove the Work and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, WEB DATA DESIGN does not remove the Client's obligation to pay any outstanding monies owing.

5. INTELLECTUAL PROPERTY

5.1

Offers and Proposals

Offers and proposals made by WEB DATA DESIGN to potential clients should be treated as trade secrets and remain the property of WEB DATA DESIGN. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from WEB DATA DESIGN. This includes, but is not limited to, technical features, functionality, aspects of design and pricing information.

5.2

Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic material, registered company logos, names and trademarks or any other material it supplies to WEB DATA DESIGN for inclusion on the Website. The conclusion of a contract between WEB DATA DESIGN and the Client shall be regarded as a guarantee by the Client to WEB DATA DESIGN that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of WEB DATA DESIGN and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

5.3

Domain Name

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify WEB DATA DESIGN, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

5.4

Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which WEB DATA DESIGN or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from WEB DATA DESIGN. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which WEB DATA DESIGN or their suppliers owns the copyright. WEB DATA DESIGN acknowledges the intellectual property rights of the Client. Information passed in written form to WEB DATA DESIGN, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

6. RIGHTS AND RESPONSIBILITIES

6.1

Right to Terminate

WEB DATA DESIGN reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

6.2

Events Beyond the Control of WEB DATA DESIGN

WEB DATA DESIGN will not be liable for breach of contract where that breach occurs due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of WEB DATA DESIGN.

6.3

Supply and Pricing of Services

WEB DATA DESIGN reserves the right to use whatever levels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

7. INTERPRETATION

7.1

Jurisdiction

This Agreement shall be governed by the laws of United States which shall claim venue and jurisdiction for any legal action or claim arising from the contract between WEB DATA DESIGN and the Client. The said contract is void where prohibited by law.

7.2

Survival of Contract

Where all or parts of said contract are held to be void or unenforceable for whatever reason, any other parts of the contract not so held will remain valid and enforceable at law.

7.3

Change of Terms & Conditions

These terms & conditions may change from time to time. The Client will be informed of revisions as and when they are issued.

**THESE ARE THE WORKS REFERRED TO IN THE
FOREGOING CONTRACT BETWEEN WEB DATA
DESIGN AND _____**

LIST EXTENSIVELY HERE THE DETAILS OF WORK GOING TO BE CARRIED OUT.

SAMPLE

WEB DATA DESIGN CONTRACT

WEB DATA DESIGN residing at 3102 ELMWOOD AVE. ERIE, PA 16508, trading as WEB DATA DESIGN, having its principal place of business at 3102 ELMWOOD AVE. ERIE, PA 16508 aforesaid (hereinafter referred to as "the first party")

And

_____ having its principal place of business at _____ (hereinafter referred to as "the second party")

WHEREAS

(ONE) The second party has requested that the first party undertake certain services in connection with the second party's website / or listing on the Internet.

(TWO) The first party has agreed to undertake these services

THEREFORE it is hereby agreed and decided as follows:-

(ONE) The first party will undertake services to include

- Selection of Domain Name and Hosting \$_____
- Basic template includes Master, Home, About Us/ Contact Us, Services, Products \$_____
- Information to fill said pages is charged \$_____ Per Hour.

(Hereinafter referred to as "the Works")

(TWO) The Works will be undertaken and completed _____

(THREE) The Works will be completed subject to the Standard Terms and Conditions annexed and signed as relative hereto

Signed on behalf of
At.....
Date.....

WEB DATA DESIGN

Witness.....
Full Name.....
3102 Elmwood Avenue
Erie, PA 16508

Signed on behalf of
.....
At.....
Date.....
Witness.....
Full Name.....
Address.....
.....

SAMPLE

Signed on behalf of

WEB DATA DESIGN

At.....

Date.....

Witness.....

Full Name.....

3102 Elmwood Avenue

Erie, PA 16508

Signed on behalf of

.....

At.....

Date.....

Witness.....

Full Name.....

Address.....

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SAMPLE