

Terms and Conditions for Service from Mister Webguy

Please review all terms and conditions of service

1. DEFINITION OF TERMS

MISTER WEBGUY – Steve Kolish, 122 Read Ave trading as MISTER WEBGUY having its principal place of business at 122 Read Ave, aforesaid

The Client - the entity which enters into a contract with MISTER WEBGUY

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.

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 50% 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 hereof. MISTER WEBGUY reserves the right not to begin the Work until the said deposit has been paid in full. The fee quoted in the contract does not include the cost of domain registration, hosting set up fee or

hosting.

2.2

Maintenance Fees

Maintenance, if included in the contract, shall be on a yearly basis at agreed rates. Search engine re-submissions, other than the original submission included in the contract fee, shall be included in the maintenance fee if agreed to.

3. DISCLAIMERS

3.1

Third Parties

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

3.2

Maintenance and Correction of Errors

MISTER WEBGUY 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 MISTER WEBGUY will be corrected free of charge, but MISTER WEBGUY reserves the right to charge a reasonable fee for correction of errors for which MISTER WEBGUY 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 MISTER WEBGUY 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.

3.5

Status and Duration of Offers

Proposals and offers are valid for a period of one year from the date issued. MISTER WEBGUY 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 must 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.

Below part (3.6)

3.6

Search Engine Listings

MISTER WEBGUY does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not MISTER WEBGUY 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. MISTER WEBGUY does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

4.COMPLETION OF WORK AND PAYMENT

4.1

Completion of Work

MISTER WEBGUY warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. The maximum days allowed to complete website is set to 90 Days. The client will lose his/her deposit if the 90 Days are exceeded. MISTER WEBGUY will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. MISTER WEBGUY 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 MISTER WEBGUY to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, MISTER WEBGUY 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, MISTER WEBGUY 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 MISTER WEBGUY, 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 MISTER WEBGUY 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 60% 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 MISTER WEBGUY to remedy any points reported by the Client as unsatisfactory, and MISTER WEBGUY considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and MISTER WEBGUY 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, MISTER WEBGUY 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, MISTER WEBGUY has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 21 days after the due date, MISTER WEBGUY has the right to replace, modify or remove the Website 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, MISTER WEBGUY 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 MISTER WEBGUY to potential clients should be treated as trade secrets and remain the property of MISTER WEBGUY. 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 MISTER WEBGUY. This includes, but is not limited to, technical features, functionality, aspects of the 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 images, registered company logos, names and trademarks or any other material it supplies to MISTER WEBGUY for inclusion on the Website. The conclusion of a contract between MISTER WEBGUY and the Client shall be regarded as a guarantee by the Client to MISTER WEBGUY 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 MISTER WEBGUY and indemnifies the same from any claims or legal actions however related to the content of the Client's site. All content and images provided by client are the property of said client and not MISTER WEBGUY.

5.3

Domain Name Ownership

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify MISTER WEBGUY, 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

Website Ownership

The website that is built will belong to the Client and they are free to take the website files to any other host. If MISTER WEBGUY discontinues service all rights to built website will belong to the Client and be available for complete download at anytime when requested. If services have been discontinued client will be able to contact MISTER WEBGUY's current account provider IPAGE and with proof of business ownership Client will be able to obtain all website files from IPAGE.

5.5

Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which MISTER WEBGUY 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 MISTER WEBGUY. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which MISTER WEBGUY or their suppliers owns the copyright. MISTER WEBGUY acknowledges the intellectual property rights of the Client. Information passed in written form to MISTER WEBGUY, 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

MISTER WEBGUY 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 MISTER WEBGUY

MISTER WEBGUY will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of MISTER WEBGUY

6.3

Supply and Pricing of Services

MISTER WEBGUY reserves the right to use whoever it feels 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 Country which shall claim venue and jurisdiction for any legal action or claim arising from the contract between MISTER WEBGUY and the Client. The said contract is void where prohibited by law.

7.2

Change of Terms and Conditions

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