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Dear Valued Client,

Please read the following terms and conditions and upon agreement please sign and date the bottom lines. Note that this is a binding contract.

#### 1. STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for Website Design and Development and apply to all contracts and all work undertaken by Digital Brilliance Custom Media Design for its clients.

#### 2. OUR FEES AND DEPOSITS

A 50% deposit of the total fee payable under our proposal is due immediately upon you instructing us to proceed with the website design and development work. The remaining 50% shall become due when the work is completed to your reasonable satisfaction but subject to the terms of the "approval of work" and "rejected work" clauses. We reserve the right not to commence any work until the deposit has been paid in full.

The 50% deposit is only refundable if we have not fulfilled our obligations to deliver the work required under the agreement. The deposit is not refundable if the development work has been started and you terminate the contract through no fault of ours.

#### 3. SUPPLY OF MATERIALS

You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount.

Where you fail to supply materials, and that prevents the progress of the work, we have the right to invoice you for any part or parts of the work already completed.

#### 4. VARIATIONS

We are pleased to offer you the opportunity to make revisions to the design. However, we have the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification.

Our website development phase is flexible and allows certain variations to the original specification. However any major deviation from the specification will be charged at the rate of \$100.00 per hour.

#### 5. PROJECT DELAYS AND CLIENT LIABILITY

Any time frames or estimates that we give are contingent upon your full co-operation and complete and final content in photography for the work pages. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## 6. APPROVAL OF WORK

On completion of the work you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to us 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% balance of the project price will become due.

## 7. REJECTED WORK

If you reject any of our work within the 7-day review period, or not approve subsequent work performed by us to remedy any points recorded as being unsatisfactory, and we, acting reasonably, consider that you have been unreasonable in any rejection of the work, we can elect to treat this contract as at an end and take measures to recover payment for the completed work.

## 8. PAYMENT

Upon completion of the 7-day review period, we will invoice you for the 50% balance of the project.

## 9. WARRANTY BY YOU AS TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trade marks, or any other material that you supply to us to include in your website or web applications.

You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website.

## 10. LICENSING

Once you have paid us in full for our work we grant to you a license to use the website and its related software and contents for the life of the website.

## 11. SEARCH ENGINES

We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimization according to current best practice.

## 12. CONSEQUENTIAL LOSS

We shall not be liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of our contract, however that delay arises.

## 13. DISCLAIMER

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise (other than the express provisions of these terms and conditions) relating in any way to the services we provide to you are excluded. Without limiting the above, to the extent permitted by law, any liability of Digital Brilliance Custom Media Design under any term, condition, warranty or representation that by law cannot be excluded is, where permitted

by law, limited at our option to the replacement, re-repair or re-supply of the services or the payment of the cost of the services that we were contracted to perform.

#### 14. SUBCONTRACTING

We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.

#### 15. NON-DISCLOSURE

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

#### 16. ADDITIONAL EXPENSES

You agree to reimburse us for any requested expenses which do not form part of our proposal including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name registration, web hosting or comparable expenses.

#### 17. BACKUPS

You are responsible for maintaining your own backups with respect to your website and we will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by us.

#### 18. OWNERSHIP OF DOMAIN NAMES AND WEB HOSTING

We will supply to you account credentials for domain name registration and/or web hosting that we purchased on your behalf when you reimburse us for any expenses that we have incurred.

#### 19. GOVERNING LAW

The agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of California. You and Digital Brilliance Custom Media Design submit to the non-exclusive jurisdiction of the courts in and of California in relation to any dispute arising under these terms and conditions or in relation to any services we perform for you.

#### 20. CROSS BROWSER COMPATIBILITY

By using current versions of well supported content management systems such as "Joomla", we endeavor to ensure that the web sites we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari. Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate we will substitute alternative extensions or implement other solutions, on a best effort basis, where any incompatibilities are found.

#### 21. E-COMMERCE

You are responsible for complying with all relevant laws relating to e-commerce, and to the full extent permitted by law will hold harmless, protect, and defend and indemnify Digital Brilliance Custom Media Design and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your or your clients' use of Internet electronic commerce.

**WEBSITE MAINTENANCE & HOSTING FEES**

- Option 1: Hosting fee Only (no maintenance) - \$10/mo
- Option 2: Hosting fee + Occasional maintenance (every 3 months) - \$15/mo
- Option 3: Hosting fee + Once a month maintenance - \$20/mo
- Option 4: Hosting fee + Twice a month maintenance - \$35/mo
- Option 5: Hosting fee + Once a week maintenance - \$60/mo

Please indicate which option you choose per website:

Option: \_\_\_\_\_

Kindest Regards,

Jaime Simon  
Owner/Designer  
Digital Brilliance Custom Media Design

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

I hereby agree to the Terms and Conditions of business set forth by Digital Brilliance Custom Media Design and by signing I verify that I am entering into a binding contract that is subject to all agreements stated in the contract above.