

# Terms & Conditions

## Terms/Legal Disclaimer

**Please read the Terms of Service provided AJK Web Development as specified below. AJK Web Development reserves the right to amend these terms at any time and without prior notice. By acquiring service from AJK Web Development, you signify your agreement to these Terms of Service.**

## Terms of Service

### 1. Authorization

The client engages AJK Web Development as an independent contractor for the specific project of designing, developing and/or improving an internet website to be installed on the client's webspace on a web hosting service's computer.

The client hereby authorises AJK Web Development to access this account, and authorises the web hosting service to provide AJK Web Development with "write permission" for the client's webpage directory, CGI-bin directory, and any other directories or programs which need to be accessed for this project.

The client also authorises AJK Web Development to publicise their completed website to search engines, as well as other directories and indexes.

The client may not use the service, and finished website, provided by AJK Web Development for any unlawful or illegal purposes.

Any additional work not specified in the original agreement must be requested in writing. All prices specified in the original agreement will be honoured for 3 months from the beginning of the project. Continued serves after that time will require a new agreement.

### 2. Maintenance and Hourly Rate

This agreement includes minor webpage maintenance to WebPages over a 3-month period, including updating links and making minor changes to completed WebPages.

Please send your final text, as you would like it to appear on the webpage. Time required to make substantive changes to client-submitted text after WebPages have been constructed will be additionally billed at the hourly rate of £50.00.

If the client or an agent other than AJK Web Development attempts updating the client's WebPages, time to repair any damages to the website will be charged at hourly rate of £50.00.

### 3. Web Hosting

The client understands that any web hosting services require a separate agreement with a web hosting service.

The client agrees to select a web hosting service which allows AJK Web Development full access to the website and CGI-bin (or similar) directory via FTP or Telnet.

The client further understands that if the web hosting service's operating system is not a Unix system, standard CGI software may not work, and providing a substitute may incur additional charges.

#### **4. Completion Date**

AJK Web Development and the client must work together to complete the website in a timely manner. We agreed to work expeditiously to complete the website at a date mutually agreed upon.

#### **5. Payment of Fees**

Fees to AJK Web Development are due and payable on the following schedule:

50% upon signing of agreement 50% upon completion of the website, to the client's original written specifications.

#### **6. Legal Advice**

In no event will AJK Web Development be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these WebPages or website, even if AJK Web Development has been advised of the possibility of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

AJK Web Development is not responsible for any damages caused by hacking, hackers or any illegal activity done to the client's website.

In no way is AJK Web Development responsible for any problems resulting from the client's Service Provider, due to server down time, hosting issues or any unforeseen issues which may arise beyond our control.

AJK Web Development is not responsible for any grammatical errors found in the material submitted by the client.

AJK Web Development does not guarantee that any email sent to it will be received or that the contents of any email sent to it remain confidential during internet transmission.

## **7. Copyrights and Trademarks**

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork provided to AJK Web Development for inclusion in WebPages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will protect and defend AJK Web Development from any claim or suite arising from the use of such elements provided by the client.

## **8. Copy to WebPages**

Copyright to the finished assembled work of WebPages produced by AJK Web Development is owned by AJK Web Development.

Upon final payment for the website, the client is assigned rights to use as a website design, graphics, and text contained in the finished assembled website.

Rights to photos, graphics, source code and computer programs are specifically not transferred to the client, and remain the property of their respective owners.

AJK Web Development retain the right to display graphics and other Web design elements as examples of it's work and in it's respective portfolios.

## **9. Non-Payment of Fees**

Delinquent bills will be assessed at a 5% charge if payment is not received with 10 of the due date.

If an amount remains delinquent 30 days after its due date, an additional 10% penalty will be added for each month of delinquency.

AJK Web Development reserves the right to remove WebPages from viewing on the internet until final payment has been received.

In case collection proves necessary, the client agrees to pay all fees incurred by that process.

## **10. Cancellation and Refund Policy**

If the client halts the project, work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client.

If, at the time of request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate of £50.00.

No portion of this initial payment will be refunded unless written application is made within 30 days of the initial payment.

AJK Web Development reserves the right to stop any project development for any reason without liability. The client will be notified immediately and refunded the deposit minus any billable hours.

The client agrees to the terms of this agreement on behalf of his or her organisation or business.