

Web Site Design Services Agreement

Please sign, date & mail to:

Loren Goldenberg-Kosbab

IPyramidia Web Design

part of the Sprit Mind Body UK Group

10 Green Lane, Bovingdon, Hemel Hempstead, Herts, HP3 0HT

WEB SITE DESIGN SERVICES AGREEMENT

The following agreement is by and between IPyramidia Web Design

and (Clients)

of (Address)

The following words used in context of the Service Agreement are defined as follows:

"Provider": IPyramidia Web Design

"Client": The person or entity who is applying for Web Design Services

The Provider agrees to provide, and Client agrees to receive, access to the Web Design according to the following terms and conditions:

1. Services and Products:

- a) The Providers service is provided on an "AS IS, AS AVAILABLE" basis. The Provider gives no warranty, expressed or implied, for the Web Design Services provided, including, without limitation, warranty of the merchantability and warranty of fitness for a particular purpose. This no warranty expressly includes any reimbursement for losses of income due to disruption of services by Provider or its providers beyond the fees paid by Client to Provider for services.
- b) Client will use the Web Design Services in a manner consistent with any and all applicable laws of the England and the British Government.
- c) While Provider shall make every reasonable effort to protect data stored on Client's Server(s) and with a full back up of original design on hard disk. Provider is not responsible for any Client's subsequent Data, files, or directories residing on Provider's equipment. Client is solely responsible for maintaining data, file, and directory structure backups.

2. Payment Terms:

- a) A 50% non refundable deposit but deductible, if within 3 months of original commission on most Services, apart from Control management System package where the full one off set up fee plus 1st monthly fee will be required in advance, before design work by iPyramidia begins and to be accompanied by a signed and dated Agreement before completion. Verbal work orders may be secured by a credit card via PayPal, accompanied by a signed and date email copy of the Agreement. Deposits are non-refundable. There are no refunds or discounts on hosting offered with the Control Management System, whether not taken up due to existing hosting in place or in the event client moves to an alternative hosting company.

Cancellation of services before launch will result in an additional administration fee for services rendered. Once designed, and upon payment of the Final Invoice the Web Site will be uploaded to the World Wide Web (WWW), and all documentation relevant to completed website forwarded to client.

- b) Provider reserves the right, in its sole discretion, to deactivate the Clients Web Hosting account(s) upon an indication of credit problems including delinquent payments.
- c) Delinquent payments will be forwarded to a collection agency after a period of 30 days.

3. Trademarks and Copyrights:

- a) Client warrants that it has the right to use the applicable trademarks of Client, and grants to Provider the rights to use such trademarks, if any, in connection with Provider's promotion of, referencing of, cataloguing of, or indexing of Provider's Web Design Clients.
- b) Client hereby agrees that any material submitted for publication on Provider through Clients account(s) will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libellous or harmful.

4. Hardware, Equipment, and Software:

The Client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to update or maintain the Web Site Design unless otherwise noted by Clients wishes to have provider handle all future Web Site services. Provider makes no representations, warranties, or assurances that Client's equipment will be compatible with Provider's Services.

5. Age:

The Client certifies that he or she is at least 18 years of age.

6. Internet Etiquette:

- a) Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. Provider is not liable for protection or privacy of electronic mail or other information transferred throughout the Internet or any other network provider or its customers may utilize.

7. Termination:

This agreement may be terminated by either party, without cause, by giving the other party 30 days written notice for services that are on a running month or yearly basis. Notwithstanding the above, Provider may terminate service under this agreement at any time, without penalty, if Client fails to comply with the terms of this Agreement.

8. Limited Liability:

- a) Client expressly agrees that use of Provider's services is at Client's sole risk. Provider, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that Provider's Web Design Service will not be error free; nor do they make any warranty as to the results that may be obtained from the use of the Web Design Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the IPyramidia Web Design, unless otherwise expressly stated in this agreement.
- b) Client hereby agrees that any material submitted for publication on provider through Client's account(s) will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server(s). Abusive and unethical materials and uses include, but are not limited to, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity, and any infringement of privacy or libel.
- c) Client hereby agrees to indemnify and hold harmless the Provider from any claim resulting from Client's publication of material or use of those materials. Provider may or may not give notice before deactivating the use of an account(s) which the Provider decides is an abusive or unethical use of, or a potentially illegal use of the Web Hosting account(s) or host sever(s). Client hereby agrees to indemnify and hold harmless the Provider in any claim resulting from the submission of illegal materials.
- d) Under no circumstances, including negligence, shall Provider, its offices, agents or anyone else involved in creating, producing or distributing Provider's Web Design Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Provider's Design services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Provider's records, programs or services. Client maintains sole responsibility for data backups and restoration. Client hereby acknowledges that this paragraph shall apply to all content on Provider's Web Design services.

- e) Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in Agreement, tort including negligence or otherwise, shall not exceed the aggregate pound amount which Client paid during the term of this Agreement and any reasonable attorney's fee and court costs.

9. Indemnification:

Client agrees that it shall defend, indemnify, save and hold Provider harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, ("Liabilities") asserted against Provider, agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employee or assigns. Clients agrees to defend, indemnify and hold harmless Provider against Liabilities arising out of

- (i) any injury to person or property caused by any products or services sold or otherwise distributed in connection with Provider's Web Design service;
- (ii) any material supplied by Client infringing on the proprietary rights of a third party;
- (iii) copyright infringement and
- (iv) any defective product which Client has sold in the Web Design.

10. Agreement Revisions:

Revisions to this Agreement will be considered agreed to by Provider and Client, when 5 days written notice of requested changes have been signed by both parties.

11. Entire Understanding:


The agreement contained constitutes the sole agreement between Provider and Client regarding its Web Design Service. It becomes effective only when signed by both parties. This agreement shall be governed and construed in accordance with the laws of England.

12. Signatures:

The undersigned agrees to the terms of this agreement on behalf of Clients.

Client Signature _____

Date _____

Providers Signature 

Date February 2008