

## Terms and Conditions Agreement

NedWebs reserves the right to modify this document on an individual Customer basis.

Terminology: "NedWebs" is Edward Murphy. The "Customer" is the company, organization, or person(s) represented by person signing this Agreement. "Agreement" refers to this document.

### **Service Process**

Design services begin following definition of the scope of work and approval of this Agreement, however, NedWebs may develop samples beforehand which could be used in the final design. The Customer agrees that the scope of work is based solely upon documented information accepted and agreed to by NedWebs (email, mail, fax, notes taken by NedWebs, etc.)--verbal directives will not stand without supporting documentation. The Customer agrees to renegotiate charges or terms for services in the event of a variance or disagreement in the scope of work.

NedWebs will publish work on the NedWebs' host server in order to obtain Customer feedback. The Customer agrees that failing to completely review and respond within fourteen (14) calendar days of being notified of review readiness will be considered non-responsive acceptance by the Customer. Design completion will be established EITHER by receipt of the Customer's written approval of the finished design, OR by non-responsive acceptance. NedWebs will deliver finished design work upon receipt of processed final payment.

### **Customer Provided Materials**

The Customer agrees to furnish ALL materials supporting a project (directives, text, graphics, etc) within 30 calendar days of the date that this Agreement is signed. The Customer agrees that a failure or inability to provide text, data, and image content in commonly used digital formats and media may be cause for an increase in estimated or agreed charges. NedWebs reserves the right to reject materials that NedWebs is unable to process.

### **Billing and Payments**

NedWebs will provide billing invoices in paper or electronic form (e-mail). The Customer agrees remit payment in United States dollars (USD\$) upon receipt of a billing invoice. Payments shall be in the form of cash and/or check/money order made out to "Edward Murphy". The Customer agrees to pay a \$25 fee for each check payment rejected due to insufficient funds. (*Note: Payments through third party services will be in accordance with terms established by that party*).

### **Cancellation of Services**

Both the Customer and NedWebs may cancel services at any time without reason or explanation.

If the Customer cancels services, the Customer agrees to pay for work performed or materials purchased up to the time of cancellation. Any intended deliverable items related to work performed up to the time of cancellation will be furnished to the Customer in their state of progress at that time. A final billing invoice, or refund, whichever is determined to apply at the discretion of NedWebs, will be provided to the Customer at such time.

If NedWebs cancels services, NedWebs may offer the Customer the opportunity to purchase any materials acquired or produced up to the time of cancellation. A final billing invoice, or refund, as applicable per the discretion of NedWebs, will be provided to the Customer at such time.

### **Refusal of Services**

NedWebs may refuse to offer services without reason or explanation. NedWebs reserves the right to refuse to offer or perform services involving content or actions which NedWebs considers as inappropriate, illegal, obscene, prejudicial, threatening, harmful, or immoral.

**Liability Disclaimer**

The Customer agrees to hold NedWebs free from liability for the appearance, performance, and correctness of implementations that arise from:

- Customer or another party's modifications to materials provided by NedWebs
- natural disasters, acts of war/terror/vandalism, etc.
- Customer-provided content (typos, misspelling, miscalculations, misstatements, etc.)

The Customer agrees to hold NedWebs free from liability for the costs, service provisions, and performance of referred services and services which the Customer otherwise subscribes to.

The Customer agrees to hold NedWebs free from liability for the loss of or damage to any items provided by the Customer. To this end, the Customer accepts responsibility for maintaining copies/originals of materials provided to NedWebs.

The Customer agrees to hold harmless and indemnify NedWebs from any and all legal claims filed by any third party against the Customer relative to NedWebs' services and products.

**Copyright Policies**

The Customer retains the copyright to any materials provided by the Customer that they have such rights to, and grants NedWebs the rights to utilize these materials in the design work performed for the Customer. The Customer agrees to extend these rights for NedWebs to use Customer materials and finished design work as samples in NedWebs marketing efforts.

The Customer agrees to obtain permission to use any materials copyrighted by another party, and to have such permission extended to NedWebs. The Customer agrees to hold harmless and indemnify NedWebs from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions. NedWebs reserves the right to refuse to use any suspected unauthorized third party copyrighted materials.

The Customer agrees that NedWebs will retain the copyright to, and ownership of, any custom items designed by NedWebs for use by the Customer. NedWebs, at its discretion and only after receiving final payment, will consider granting the Customer unconditional rights to use such items, or grant ownership and all rights to items.

**Governing Laws**

The Agreement shall be governed by the Laws of the State of New York, which shall claim venue and jurisdiction for any legal motion or claims arising from the Service Agreement. If any elements of the Service Agreement are void by law, the remainder of the Service Agreement shall remain in effect.

**Acceptance**

By signing this Agreement, I attest that I have read and understood the Terms and Conditions herein, and that I agree to abide by them as the Customer.	
Signature:	Date:
Name:	(please print)
Representing:	(please print)