

Terms and Conditions Agreement

In the interest of building positive working relationships, NedWebs is flexible regarding modifying and/or enforcing terms and conditions that do not involve legal or critical business issues. NedWebs reserves the right to modify this document on an individual Customer basis.

Terminology: "Service Provider" (Edward Murphy) is "NedWebs" herein. The "Customer" is the company, organization, or person(s) represented by the entity (person) signing this Agreement as the "Recipient of Services". "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 which could be included and charged as part of 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.

If site installation is requested of NedWebs, the Customer agrees to provide NedWebs with the access information needed (host address, user ID, and password), and to arrange any other services needed to configure a fully functional design on the Customer's server. NedWebs will only publish/deliver finished design work upon receipt of the following:

- documented design approval with a written go-ahead to publish/deliver (email or paper)
- processed final payment

Customer Provided Materials

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 may reject materials the Customer submits in a format that NedWebs is unable to process.

Rates

Rates for NedWebs services may change at any time, however, agreed rates will remain in effect for the duration of service with the following exception: 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 not satisfying this condition may result in a cost/rate increase to account for any rate change established.

Billing and Payments

Unless dismissed by NedWebs, the Customer agrees to remit a down payment of 50% of the estimated cost in parallel with this Agreement. If a host service has not been arranged before design completion, charges will be billed and materials will be provided to the Customer when final payment is received.

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 (no more than 10 business days). Payments tendered directly to NedWebs shall be in the form of cash and/or check/money order made out to "Edward Murphy". (*Note: Payments through any third party service will be in accordance with terms established by that party*).

Terms and Conditions Agreement (continued)

The Customer agrees to pay a \$25 fee for each check payment rejected due to insufficient funds.

Right to Remove

The Customer agrees that NedWebs retains the right to remove, or have removed, any published materials from the Customer's host server (relative to the services rendered by NedWebs for which this Agreement applies) for failure to adhere to the terms of this Agreement.

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. Under such circumstances, 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 elects cancellation of services, NedWebs, at its discretion, 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, whichever is determined to apply at 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.

Design Credit

The Customer agrees that NedWebs may place a link to www.nedwebs.com at the bottom of the main/home page of the Customer's web site. The link may be either a short phrase in small print or a small graphic image designed to compliment the page's design.

Product Performance

The Customer agrees that designs need only satisfy the most recent released (non-beta) version of Internet Explorer and/or Netscape Navigator available at the time the site is deemed complete.

The Customer understands that in the event that any discrepancy in performance is discovered relative to the browsers applicable to the site, NedWebs will repair the failed component without delay and without charge, so long as NedWebs determines that the discrepancy arises solely from NedWebs' services.

Liability Disclaimer

The Customer agrees to hold NedWebs free from liability for the appearance, performance, and correctness of implementations after they have been published and approved by the Customer on the Customer's host server. This agreement includes, but is not limited to, any discrepancies that arise from:

- user or server limitations or performance, including the use of older browser versions
- malicious abuse of the Customer's server (hacking) or property
- Customer or another party's modifications to any content/files provided by NedWebs
- Linked web pages that are deleted, redirected, or otherwise modified
- natural disasters, loss of power, acts of war/terror, etc.
- Customer-provided content (typos, misspelling, miscalculations, misstatements, etc.)

Terms and Conditions Agreement (continued)

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 the accepted services and products provided by NedWebs.

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 and/or modify 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 advertising materials in NedWebs marketing efforts. NedWebs will only display items which the Customer has at any time made accessible to the general public.

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 graphics, artwork, programming code, and other items designed by NedWebs for use by the Customer. The Customer agrees to request NedWebs to grant rights to use such materials in formats other than the originally intended implementation. 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.

Agreement Term

The Customer agrees that this agreement will remain in effect for all services arranged with NedWebs, including separate or future endeavors, unless a subsequent necessary revision of the terms requires acceptance of a new Agreement by the Customer.

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 Agreement are void by law, the remainder of the Agreement shall remain in effect.

Acceptance

By signing this Agreement, I attest that I have read and understand the Terms and Conditions herein, and that I agree to abide by them as they apply to the Recipient of Services referred to as the Customer.	
Signature: _____	Date: _____
Name: _____	(please print)
Representing: _____	(please print)

Fax to: (315) 265-6341 or Mail to: Ned Murphy, 6857 State Highway 56, Unit 1, Potsdam, NY 13676