

PC-NetworkX - Terms

Renewals: A reminder invoice will be mailed to you 1 month prior to its due date. If payment is not received by the due date the site will no longer be active. If you choose to discontinue service, you will always have access to your registered domain name, there will be a \$250.00 design fee and your site will be given to you on CD or DVD.

IMPORTANT NOTE

By signing up for web design services with PC-NetworkX, you are agreeing to abide by the terms included in this document. PC-NetworkX also has the right to discontinue service or deny access to anyone who violates our policies or the terms and conditions shown below WITHOUT WARNING OR PRIOR NOTICE. No refunds of fees paid will be made if account termination is due to violation of the terms outlined below.

PERSONAL INFORMATION

You may choose to provide us with personal information. For example, you may send us an e-mail that would identify you, or send personal details to PC-NetworkX. Such communications and any other conversation, as a practice, are considered private and confidential. We will not release any of your personal information unless you specifically tell us to do so.

PAYMENT AND REFUND POLICY

If the client halts work and applies by registered letter for a refund within 72 hours - to PC-NetworkX- work completed shall be billed at \$50 per hour, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the 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 stated above. No portion of this initial payment will be refunded unless written application is made within 72 hours of signup.

TURNAROUND TIME

The web design project starts when at least 50% of the web design cost is paid, and all the website text and graphic content is received. The design and development process is largely dependent upon you as we will rely on your initial information, feedback, and continued communication to help your website reach it's full potential.

Development and project completion take anywhere from one week to a month depending on the number of pages involved. But we can assure you that your website will be up and running as quickly as possible.

SITE CONTENT

The client is responsible for supplying PC-NetworkX with complete text and graphic content for the website in PC-readable, electronic format within 2 months of the signup date. If the site content is not received within 2 months, the balance 25% of the web design cost becomes due and the account is slated for cancellation in 10 business days. Upon cancellation, the client forfeits all previous payments made to PC-NetworkX

SITE DESIGN PROCESS

The website design process involves the initial setup of a "Homepage", which serves as a template for how the rest of the site will appear. Once the Homepage design is approved by The client, the rest of the site is developed to reflect the various pages that the site consists of. After approval, request for changes to the primary Homepage design may incur additional charges. (PC-NetworkX charges a flat rate for website design, but once the site design is approved and the customer wants to change it this may incur additional charges).

SITE LAUNCH

The website is ready for launch when the client is satisfied with the look and feel of the site and the web design fee is completely paid in full.

USE LIMITATION

This website and services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from through this website and service. PC-NetworkX shall have the right, at its sole discretion, to modify, add or remove any terms or conditions of these Terms of use without notice or liability to you. All content on this website, including without limitation all programs, compiled binaries, interface layout, interface text, documentation and graphics, is the copyrighted property of PC-NetworkX and is protected by copyright law.

LINKS TO THIRD PARTY SITES

This website may contain links to other websites ("Linked Sites"). The linked sites are not under the control of us and we are not responsible for the contents of any linked site, including without limitation any link contained in a linked site, or any changes or updates to a linked site. We are not responsible for web casting or any other form of transmission received from any linked site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this website and services, you warrant that you will not use this website or service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use this website or its associated service in any manner which could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of the website or its associated services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this website.

RESPONSIBILITY

PC-NetworkX agrees to deliver the requested work in a timely manner and shall conform to the standards as agreed. Where work is performed by other parties as designated by the client, PC-NetworkX cannot be held liable for their performance, although PC-NetworkX shall make its best effort to work with these other parties.

WHO OWNS IT

The client understands that all web page designs, graphics and programming work, except those provided by the client, are the property of PC-NetworkX. In the case of any programming (scripting, html) work, which includes shopping carts, banner rotation programs, database programs and the like, the client understands that they do not have any rights to duplicate, resell or give away any programs created by PC-NetworkX. Programs created by PC-NetworkX may not be used on other websites unless purchased by the client outright. The domain name is the property of the client. If services are terminated with PC-NetworkX the client retains their ownership of their domain name.

COPYRIGHT

All work performed by PC-NetworkX is copyrighted by PC-NetworkX. The client understands that they have rights only to web publication and shall agree to display the banner "Hosted and Designed by PC-NetworkX" on the bottom of every web page produced by PC-NetworkX. Any other reproduction by means of printing and/or transferring to other media may be considered copyright infringement. Copyrights may be purchased outright by the client or subject to limited use. The client also understands that all works, expressly marked or not, are protected by copyright laws. PC-NetworkX will take no responsibility or ensuring material supplied by the client has been authorized for reproduction. The client further warrants that they either own or have properly licensed/obtained copyright(s) or copyright permission to any work which they have supplied for use/reproduction, and the client agrees to assume full legal and financial responsibility for any copyright suit or action which may take place regarding materials they have supplied.

PROOFREADING

PC-NetworkX responsibility for typographical, pricing, or other errors shall be strictly limited to correcting such errors if they are pointed out to us. It is the client's responsibility to proofread all work and to ensure that it is (a) satisfactory, (b) correct as to size, content etc, (c) suitable for intended use, and (d) within proper copyright and other restrictions before the website is opened to the public.

MATERIAL TO BE POSTED

The client will not use the Web Site, nor any other service provided by PC-NetworkX to publish any material that may be construed as Defamatory or Offensive to any other third party. PC-NetworkX shall not be held liable for any material published through its services, PC-NetworkX maintains full indemnity from any claims arising from any defamatory, obscene material, or any other breach of rights on the clients sites. The client is fully responsible for the content of their Website, and any other data transmitted through PC-NetworkX services, and PC-NetworkX will not undertake to monitor or control client data in respect to any content therein. Furthermore, the client agrees to indemnify PC-NetworkX in respect of any claims brought against PC-NetworkX arising from the content of their website or use of any other services, whether it be for defamatory comments, infringements of rights, or any other offence.

LOSE OF EARNINGS

PC-NetworkX will not be held liable for any loss of business incurred due to the failure of any of its services. This includes, but is not restricted to, loss of turnover, sales, revenue, profits or indirect consequential or special loss. PC-NetworkX will not be held responsible for the fraudulent use, or any other misuse, of any material held on our computers, in particular any Credit Card information held thereon.

REFERENCE LINKS

To maintain our portfolio credentials, and the integrity of any applicable copyrights, PC-NetworkX maintains the right to place a small logo on the client's website which will link back to PC-NetworkX website. PC-NetworkX also maintains the right to reproduce the client's website in our portfolio and in any marketing materials.