

I. ESTIMATES

1. Quotes and estimates are valid for 60 days. After this time, all prices are subject to change. Published prices are subject to change at any time.
2. Once a quotation has been received, the Client must provide written confirmation that such a quote is acceptable. The quotation will thus form the basis of the contract between Vektive Multimedia and the Client.
3. Any estimate given by Vektive Multimedia is given in good faith, but may be subject to change should Third Party suppliers vary their costs. Vektive Multimedia will give the Client as much notice as is practicable upon becoming aware that the cost of any estimate is likely to change.
4. Where reference is made to Web hosting for one year, or similar references, then this period begins once Vektive Multimedia is commissioned to start the web design. Vektive Multimedia is considered to be commissioned for the project when the client accepts the estimate.

II. PAYMENT TERMS

5. The following payment terms apply (unless otherwise agreed in writing with Vektive Multimedia): all previously agreed third party costs (if any) must be met in full prior to such services being acquired; for all other costs 50% of total with order, the remaining 50% on completion unless otherwise stated in writing from Vektive Multimedia.
6. Any account that is delinquent for 30 days is subject to disruption or termination of service.
7. Invoices should be paid within 14 days of invoicing.

III. SERVICE TERMS

8. Some designs may require the use of Third Party software or programming. Save for supply of such, Vektive Multimedia shall have no liability in respect thereof. Restrictions as to use etc. shall be as laid out in the Third Party License and Copyright agreements.
9. Should a problem arise with server hosting the client's website Vektive Multimedia will not be liable for any consequent losses e.g. loss of profits.
10. The client must own the copyright or have reproduction rights of all content supplied to Vektive Multimedia for inclusion in the web design. The Client shall indemnify Vektive Multimedia for any and all costs whatsoever in connection with ownership of the copyright or reproduction rights.
11. Vektive Multimedia reserves the right to refuse publication on the web of any content it sees as being pornographic or offensive towards others.
12. Vektive Multimedia may hold domain names and/or hosting services temporarily on the Client's behalf using Third Parties. Vektive Multimedia cannot be held liable for any failure in any services provided by a Third Party to Vektive Multimedia on behalf of the Client.
13. If appropriate, Vektive Multimedia will temporarily publish on a holding, a design proof and/or samples, which are then subject to the Client's approval.
14. Software and/or programming applied to a Client's existing hosting server is subject to removal from the hosting server if an account fails to meet minimum service terms where paid monthly, or if the services of Vektive Multimedia are discontinued.
15. Site design, JavaScripts, and all programming remain the copyright of Vektive Multimedia (or the original Third Party copyright holders where appropriate) unless otherwise agreed. Site design, JavaScripts, and all programming shall not be modified without the express permission of Vektive Multimedia (or the original Third Party copyright holders where appropriate).
16. Vektive Multimedia cannot be held liable for any information contained within the Client's Website. The content of their web site remains the copyright property of the client. The client is liable for any reasonable costs incurred by Vektive Multimedia caused by the content of the Client's site, and agrees to indemnify Vektive Multimedia for any awards made by a court of law.
17. Although Vektive Multimedia websites have integrated SEO function, Vektive Multimedia cannot guarantee Search Engine acceptance and/or ranking, as these are under the direct control of various Third Parties.
18. All text and images should be supplied to us in a suitable electronic format (e.g. text as Word files and images as jpegs or gifs) and suitable size. Unless specifically detailed, scanning of images, creation of nonstandard graphic or text components (e.g. curved borders, overlapping images, unique buy/basket icons, buttons, JavaScript or Java effects etc) and merging or other manipulation of graphic images is NOT included in any quote. The client is responsible for supplying content and photos that are to be included in the website.
19. Any further modifications once the web design has been released will be chargeable under separate terms, unless such changes form part of a prior written agreement.
20. Accounts in good standing may qualify for a specified amount of updates per month as indicated in the initial contract. Any update time not used during a cycle expires at the end of each cycle and does not accrue, is non-transferable, and is non-refundable. Any services or updates performed by Vektive Multimedia beyond the allotted monthly time will be billed to the client at the current hourly rate, minimum one hour.
21. A 30-day development period, which begins when the service estimate is accepted and ends 30-days thereafter, is not applicable to the allotted monthly service terms, and is a development period to get the design and function of the website to the acceptance of the client. Vektive Multimedia will strive to provide the client with the design and functional elements requested, but certain requests may be limited by compatibility or programming limitations.
22. Vektive Multimedia reserves the right to change in any way the availability of any of its services at its sole discretion, including these terms and conditions.

By requesting a quote or making a purchase, you agree that you have read, understand, and agree to abide by these terms and conditions, which are presented for your approval before you make your decision to request a web design quote or purchase.

I accept these terms and conditions: X _____ Print: _____ Date: _____

Thank You For Your Business!