

Terms and Conditions

The following list describes the process of web site procurement. The responsibilities of both the Client and Yerrex.com Freelance Web Design during this process are outlined. The client should ensure that these are fully understood.

- 1. Contract:** The client's approval (This Document) for work to commence (My Portfolio Special) shall be deemed a contractual agreement between the client and Yerrex.com.

Important: Approval for the work to commence (My Portfolio Special) and payment of the advance fee indicates that the client accepts these terms and conditions.

- 2. Material:** All material supplied by the client shall remain the client's property. It will be assumed that this material belongs to the client and that it does not breach any copyright laws.

Important: Yerrex.com will require an additional **\$1000** on top of package purchase price to find, gather, write, edit, render, program and develop your web site content (images, copy writing, keywords, descriptions, fonts, objects, elements) for your web design.

- 3. Domain Names:** Domain names registered on the Customer's behalf are the property of the Customer. Upon registration of a domain name the customer acquires the right to use the domain name for the period agreed. Where Yerrex.com has registered the domain name on the customer's behalf this domain name will be registered to the Customer. Yerrex.com agrees to transfer this domain to the customer or his/her agent when asked to do so providing that all accounts have been settled.
- 4. Registration Charges:** All third party costs arising from the registration of a domain name shall be met by the Client and are payable to Yerrex.com before a formal application for registration is made. This is included in the standard invoice issued after approval for work to commence.
- 5. Privacy:** Yerrex.com use a third party hosting company whose privacy statement read as follows:

"All information, mail messages and other data stored on the Company's computer system will be treated as private and solely the property of the Customer at all times and will not be duplicated, copied, reproduced or viewed publicly in any way except with express or implied permission of the Customer and/or for the purpose of the Company's back up services and/or providing the Customer with the Services and/or for the Company's own internal purposes such as market research."

- 6. Copyright:** Yerrex.com will retain the copyright of any material, including the source code, created for the client by Yerrex.com until payment of the final



invoice. At this time it will become the property of the client.

- 7. Search Engine Submission:** Yerrex.com are not responsible for the client's on-going web site promotion. Should the client require the site to be promoted a separate contract must be agreed. Yerrex.com can make no guarantees about the success of any search engine promotion activity because this is controlled by the search engines.
- 8. Cancellation:** Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.
- 9. Travel Time and Expenses:** Travel time to and from customer premises, is not generally included in our estimate. Yerrex.com reserves the right to make a charge for travel time at our normal consultancy rates. Likewise Yerrex.com reserve the right to charge for travel expenses based on \$1.00 per mile. (NOTE: There will be no charges for travel time or expenses incurred before you give your approval for work to commence.)
- 10. Quotations:** The price quoted to the client is for the work agreed on the quotation only. Should the client decide that changes are required, as the site is developed, then we will accept these changes subject to agreed changes to timescale and cost.
- 11. Advance Payment:** An advance of 50% of the total cost of the project is required before work can commence. After work commences this is non-refundable.
- 12. Payment terms:** Payment is currently accepted only by cash or cheque and in Canadian dollars, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of \$50.
- 13. Payment:** Payment will be due within 30 days of final invoice. Full publication of the Web Pages may take place only after full payment has been received. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of \$50 will be required to have the site restored.

Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount outstanding. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.



Notes:

Should Yerrex.com waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Yerrex.com to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

Yerrex.com reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact me.

Robert Yerex

Yerrex.com Freelance Web Design
1450 Sheppard Ave
Toronto, Ontario
Canada M3M-2X1
E-mail: r_yerex@yerrex.com
Tel: 416-638-2736

Agreed to by:

Date: