

TERMS of SERVICE & CONDITIONS – Bluesman Web Designs

When doing business with Bluesman Web Designs you agree to the following terms and conditions:

WARRANTY

• Bluesman Web Designs warrants that hosting, web and graphic materials produced for the customer by Bluesman Web Designs meet generally accepted industry standards as well as Bluesman Web Designs's own strict quality standards and specifications.

• If any web and graphic materials produced and delivered to the customer by Bluesman Web Designs are found to be defective in quality, Bluesman Web Designs will replace or repair the defective materials, if and only if a written notice reporting the defects is received by Bluesman Web Designs, within 15 days of web site launch by Bluesman Web Designs and as long as the defects did not result from a defect or error in materials provided by, or on behalf of, the customer. Corrective actions taken will be decided upon solely by Bluesman Web Designs.

• Failure by the customer to deliver a written statement of defect within 15 days of web launch will result in Bluesman Web Designs being exempted from all liability for the defects or errors in question.

SERVICE & HOSTING

• Bluesman Web Designs service provides a service and hosting package. This package includes but is not limited to: Designing up to 5 pages of content, 4 updates per month, hit counter on main page, navigation on pages, 15 images (excluding navigation), 4 email addresses if needed, incorporating your logo or brand in the designs and hosting this content for one year. The fee for one year of service is \$300, renewal fee is \$200.

• Custom Design Rates are \$35 per hour, billed in half hour increments. Starting the 4th hour, the rate is \$25 per hour.

• Custom design rates will be charged for but are not limited to: Flash, XML, Image Manipulation (other than cropping and resizing), DHTML, .ASP, .PHP and designing custom logos. Customer will be invoiced separately for these services.

• Rates for hosting will increase when extra bandwidth is being used or the content exceeds what is included with the hosting package. Bluesman Web Designs will decide when these extra fees apply. Customer will be told in advance of the fees are but they are non-negotiable.

• Updates are minor maintenance adjustments and updates to customers web site. Updates should take no longer than 15 minutes. Updates that take longer than this can be billed at design rates.

• The customer is expected to write their own text for web sites and updates. Bluesman Web Designs can help with this or do it completely. However, design rates could be applied for this.

• Updates are the responsibility of the customer. Text should be submitted, properly formatted in Email or as an attached file in .doc or .rtf format.

• The customer will be the administrative contact for the domain. Bluesman Web Designs will be the Technical Contact. The customer can transfer his domain at anytime, but no refunds will be given if the customer chooses not to complete the year of service.

BILLING

• Full payment is due for the customer's Domain Name before any work can begin. If the customer already has a domain, it must be transferred to Bluesman Web Designs host before work can begin.

• Full payment is due on completion of the customer's job, before the web site is launched on the customer's domain name. We do not deploy C.O.D.

• Final balances not paid within 30 days of their due date will be charged to the customer's credit card on file, regardless of preferred method of payment.

• Balances not paid within 30 days from their due date will be charged to customer's credit card on file. If the balance cannot be collected from customer's credit card on file, it will accrue interest at a rate of 1.5% per month (18% per annum) and shall accrue daily.

• Customer is responsible for paying all collection costs for an invoice in the event that payment for that invoice is over 30 days past due and collection services are used. This includes any legal fees that may or may not be necessary.

DEADLINES & DUE DATES

• Stated or estimated completion or launch dates for jobs are estimates and are not guaranteed. Although we go out of our way to meet customer deadlines Bluesman Web Designs specifically disclaims liability for delays in delivery and any consequential damages or losses.

• Orders may be delayed by the customer's failure to provide all required materials on time, which means materials must be provided at the start of the job, unless otherwise specified. Required materials for web design jobs include, but are not limited to, data master, artwork/content text in the appropriate format, signed terms of service & conditions and any other required paperwork.

• Orders may be delayed by the customer's failure to pay promptly upon job completion or invoice due date.

TERMS of SERVICE & CONDITIONS – Bluesman Web Designs

LICENSE & INTELLECTUAL PROPERTY RIGHTS

• The customer grants Bluesman Web Designs a royalty-free, nontransferable license to reproduce and distribute images and information of materials to the extent necessary for Bluesman Web Designs to perform its obligations under this Purchase Agreement.

• The Customer represents and warrants to Bluesman Web Designs that the customer is the true and rightful owner of, or is licensed or otherwise possesses legally enforceable rights to use, the registered and unregistered rights, titles, and interests in and to any United States or foreign trademarks, service marks, trade names, copyrights, or other intellectual property rights relating to all materials provided to Bluesman Web Designs by the customer.

• The customer represents and warrants to Bluesman Web Designs that the customer and Bluesman Web Designs are not, or will not be as a result of any work done for the customer Bluesman Web Designs, in violation of any intellectual property rights of third parties.

LIMITATION OF LIABILITY

• Work performed by Bluesman Web Designs for a customer is performed at the sole risk of the customer. Although we go out of our way to delivery high quality work and to treat our customers' source materials and finished products with care, Bluesman Web Designs specifically disclaims liability for damage or loss of any kind suffered by the customer, directly or indirectly, due to fire, theft, casualty, negligence, or any other reason.

• The customer agrees to indemnify and hold Bluesman Web Designs harmless from and against any losses or damages incurred by the customer or any third party as a result of services or related to services provided for the customer by Bluesman Web Designs.

• Source materials provided to Bluesman Web Designs by or on behalf of the customer, including but not limited to forms, paperwork, data masters, and artwork/audio digital files or prints, will remain the property of the customer, but are not returned automatically to the customer unless specifically requested and acknowledged in writing. Bluesman Web Designs specifically disclaims liability for damages to or loss of these materials while in the possession of Bluesman Web Design, and also reserves the right upon contract end to destroy any materials that were not specifically requested to be returned to the customer.

FORCE MAJEURE

• Bluesman Web Designs will not be held responsible for failing to perform its obligations under this agreement if such failure is caused by circumstances beyond the reasonable control of Bluesman Web Designs, including, but not limited to, acts of God, equipment failures, and delays by subcontractors or suppliers.

APPLICABILITY OF AGREEMENT

• All business conducted with Bluesman Web Designs shall be governed by these terms & conditions. This includes business conducted based on verbal agreements. This also includes instances where the customer chooses not to formally submit a signed copy of Bluesman Web Designs's paperwork, such as the order form and terms & conditions form.

Intentionally Left Blank for Future Updates

Please sign and date below, indicating that you have read, fully understand, and accept these terms and conditions of doing business with Bluesman Web Designs

Company Name (if applicable):

Customer Name (print):

Customer Signature:

Date: _____

