



## Website Development Terms and Conditions

By accessing COHESION MEDIA & DESIGN LTD. services you agree and acknowledge to be bound by these Terms of Service. If for any reason you do not agree with the Terms and Conditions as stated below, please do not access this site or proceed with services with COHESION MEDIA & DESIGN LTD.

COHESION MEDIA & DESIGN LTD. reserves the right to change the Terms and Conditions at any time without notice. You are responsible for reviewing the Terms and Conditions for any changes and continued use of COHESION MEDIA & DESIGN LTD.'s services constitutes your consent to these changes.

### 1. DEFINITION OF TERMS

- 1.1. The Client – the entity, company or person that enters into a contract with COHESION MEDIA & DESIGN LTD.
- 1.2. Domain Name – Your www.name.
- 1.3. Downtime – time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.
- 1.4. Host – the company on whose system the Website physically resides.
- 1.5. Link, Hyperlink – a 'clickable' link embedded on a web page, which may take the form of graphics or text.
- 1.6. Search Engine – a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.
- 1.7. Website – a collection of web pages and associated code, which forms an integrated presence.
- 1.8. The Work – the subject matter of the contract between the Client and COHESION MEDIA & DESIGN LTD.

### 2. FEES

#### 2.1. Fees Payable

A non-refundable payment of the deposit is considered to be acceptance of a mutual contract and acceptance of the Terms and Conditions as stated in this document. The remaining amount agreed to verbally and stated on the invoice, shall become due when the Work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work hereof. COHESION MEDIA & DESIGN LTD. reserves the right not to begin the Work until the said deposit has been paid in full.

#### 2.2. Maintenance Fees

Maintenance fees for your domain name and host services are due as outlined in your maintenance contract.

### 3. DISCLAIMERS

#### 3.1. Third Parties

COHESION MEDIA & DESIGN LTD. can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website (currently through Go Daddy Canada), although COHESION MEDIA & DESIGN LTD. will endeavour to ensure that Website downtime is kept to a minimum.

#### 3.2. Maintenance and Correction of Errors

COHESION MEDIA & DESIGN LTD. takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to COHESION MEDIA & DESIGN LTD. will be corrected free of charge, but COHESION MEDIA & DESIGN LTD. reserves the right to charge the hourly fee for correction of errors for which COHESION MEDIA & DESIGN LTD. is not responsible, including, but not limited to malicious modification of the Website by a third party, typographical errors contained in materials provided to COHESION MEDIA & DESIGN LTD. by the Client or issues directly related to or caused by the Hosting company.

#### 3.3. Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality. No paid registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

#### 3.4. Consequential Loss

Under no circumstances will COHESION MEDIA & DESIGN LTD. be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure.

#### 3.5. Status and Duration of Offers

Proposals and offers are valid for a period of one month from the date issued. COHESION MEDIA & DESIGN LTD. is not bound to honour offers that have expired. Offers are not legally binding until both parties have agreed an acceptable timetable for the work. This timetable must be



agreed within the month that the offer is valid. If both parties have not approved an acceptable timetable within one month of the offer being made, the offer is deemed to have expired.

3.6. **Search Engine Listings**

COHESION MEDIA & DESIGN LTD. does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not COHESION MEDIA & DESIGN LTD. who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines. COHESION MEDIA & DESIGN LTD. does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

4. **COMPLETION OF WORK AND PAYMENT**

4.1. **Completion of Work**

COHESION MEDIA & DESIGN LTD. warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. COHESION MEDIA & DESIGN LTD. will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. COHESION MEDIA & DESIGN LTD. will not undertake changes to the specifications of the Work, which would increase the cost, without prior written authorization from the Client.

4.2. **Supply of Materials**

The Client is to supply all materials and information required for COHESION MEDIA & DESIGN LTD. to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, COHESION MEDIA & DESIGN LTD. has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, COHESION MEDIA & DESIGN LTD. has the right to invoice the Client for any part or parts of the Work already completed. If the Client fails to provide materials to COHESION MEDIA & DESIGN LTD. within 21 days of a request from COHESION MEDIA & DESIGN LTD., none of the monies received for the Work to date will be refunded.

4.3. **Approval of Work**

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify COHESION MEDIA & DESIGN LTD., in writing (email), of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work, which has not been reported in writing to COHESION MEDIA & DESIGN LTD. as unsatisfactory within the 7-day review period, will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the balancing payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

4.4. **Rejected Work**

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by COHESION MEDIA & DESIGN LTD. to remedy any points reported by the Client as unsatisfactory, and COHESION MEDIA & DESIGN LTD. considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and COHESION MEDIA & DESIGN LTD. can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

4.5. **Payment**

Upon completion of 7-day review period, COHESION MEDIA & DESIGN LTD. will invoice the Client for the remaining balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 30 days of the date that the invoice was issued. All completed work must be paid in full before additional work commences.

4.6. **Remedies for Overdue Payment**

If payment has not been received by the due date, COHESION MEDIA & DESIGN LTD. has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 30 days after the due date, COHESION MEDIA & DESIGN LTD. has the right to replace, modify or remove the Web site and revokes the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, COHESION MEDIA & DESIGN LTD. does not remove the Client's obligation to pay any outstanding monies owing.

5. **INTELLECTUAL PROPERTY**

5.1. **Offers and Proposals**

Offers and proposals made by COHESION MEDIA & DESIGN LTD. to potential clients should be treated as trade secrets and remain the property of COHESION MEDIA & DESIGN LTD. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from COHESION MEDIA & DESIGN LTD. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.



5.2. **Warranty by Client as to Ownership of Intellectual Property Rights**

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to COHESION MEDIA & DESIGN LTD. for inclusion on the Website. The Client to COHESION MEDIA & DESIGN LTD. shall regard the conclusion of a contract between COHESION MEDIA & DESIGN LTD. and the Client as a guarantee that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offense or civil offense. By agreeing to these terms and conditions, the Client removes the legal responsibility of COHESION MEDIA & DESIGN LTD. and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

5.3. **Domain Name**

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify COHESION MEDIA & DESIGN LTD., including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

5.4. **Ownership and Copyright**

Until COHESION MEDIA & DESIGN LTD. HAS received full payment of all outstanding invoices and the Client in accordance with Clause 4.3 has approved the Work hereof, the ownership of the Works remains with COHESION MEDIA & DESIGN LTD.. Art work created for the Website by COHESION MEDIA & DESIGN LTD. is subject to copyright and cannot be reproduced without written prior permission from COHESION MEDIA & DESIGN LTD.

5.5. **Trade Secrets**

Any code that is not freely accessible to third parties and not in the public domain, and to which COHESION MEDIA & DESIGN LTD. or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from COHESION MEDIA & DESIGN LTD. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which COHESION MEDIA & DESIGN LTD. or their suppliers owns the copyright. COHESION MEDIA & DESIGN LTD. acknowledges the intellectual property rights of the Client. Information passed in written form to COHESION MEDIA & DESIGN LTD., and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

6. **RIGHTS AND RESPONSIBILITIES**

6.1. **Right to Terminate**

COHESION MEDIA & DESIGN LTD. reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

6.2. **Events Beyond the Control of COHESION MEDIA & DESIGN LTD.**

COHESION MEDIA & DESIGN LTD. will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of COHESION MEDIA & DESIGN LTD.

6.3. **Supply and Pricing of Services**

COHESION MEDIA & DESIGN LTD. reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

7. **INTERPRETATION**

7.1. **Jurisdiction**

This Agreement shall be governed by the laws of Canada, which shall claim venue and jurisdiction for any legal action or claim arising from the contract between COHESION MEDIA & DESIGN LTD. and the Client. The said contract is void where prohibited by law.

7.2. **Survival of Contract**

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

Standard Terms and Conditions v1.1 2<sup>nd</sup> September 2013

COHESION MEDIA & DESIGN LTD.