



Integrated Design, Equipment and Solutions

IDEAS Website Clients

TERMS AND CONDITIONS OF AGREEMENT

This document last revised 29 February, 2008.

COPYRIGHT

CLIENT will obtain all rights of copy, Authorizations and permissions for use of text, graphics, and logos. Violation of copyright laws is a serious matter. Your submission of any material to IDEAS for page design, website content, replacement of existing content, or development will be regarded as a guarantee that such permissions have been obtained. Proof of authorization for said materials and/or content may be requested by IDEAS at our discretion.

REMOVAL RIGHTS

All Hosting Contract Agreements include "on demand" access by IDEAS. This Agreement grants IDEAS the right to remove any content in part or in full for failure to adhere to the terms of this Agreement including, but not limited to, violating any licensing agreements or failure to pay fees duly assessed.

RIGHT OF REFUSAL

IDEAS reserves the right to refuse service for any content deemed inappropriate, illegal or immoral.

CUSTOM MODULE DEVELOPMENT

IDEAS may create custom modules for deployment on CLIENT's website(s). Custom Module Development is offered on either Exclusive or Non-Exclusive terms.

Exclusive Custom Module Development will be charged a premium price, but the custom module will ONLY be publicly deployed on CLIENT's website. (Custom module will be deployed on private hosting platforms for testing and staging). CLIENT will exclusively own copyright to Exclusive Custom Modules. Exclusive Custom modules will be developed to the CLIENT's specifications and will be considered "complete" when all specifications of the CLIENT have been satisfied. If CLIENT wishes to make modifications to Exclusive Custom Modules after the Date of Deployment, IDEAS will bill time to CLIENT's maintenance hours on their service contract; or bill direct to CLIENT as necessary.

Non-Exclusive Custom Module Development is offered at a relatively lower cost to CLIENT. However, the custom module may be deployed on any other website, public or private, at IDEAS discretion. IDEAS will own copyright to Non-Exclusive Custom Modules. Non-Exclusive Custom Modules will be developed originally to CLIENT's specifications and will be considered "complete" when all specifications of the CLIENT have been satisfied. If CLIENT wishes to make modifications to Non-Exclusive Custom Modules after the Date of Deployment, IDEAS will bill time to CLIENT's maintenance hours on their service contract, or, bill direct to CLIENT as necessary. Furthermore, IDEAS reserves the right to make modifications to Non-Exclusive Custom Modules at its sole discretion, without notification of the CLIENT as long as original functionality is kept intact.

IDEAS MARK OF QUALITY PROGRAM

Definition: MARK OF QUALITY SEAL, referred to, from here on, as "Quality Seal". Quality Seal is to be a small image and text containing a link to the IDEAS Computers website. Example: [IDEAS Image] Powered by IDEAS.

IDEAS Computers will place the Quality Seal in the footer of CLIENT's website linking to the IDEAS Computers website; for purposes of self-promotion and claiming authorship of your website project. CLIENT reserves the right to opt-out of this program by sending a written request to websiteadmin@ideascomputers.com.

IDEAS Computers reserves the right to place Quality Seal on the CLIENT's website at its sole discretion—not all CLIENT sites will receive the Quality Seal.

"SUBMITTED FOR YOUR APPROVAL"

IDEAS will post all site work done to our server for review by CLIENT. This will allow the CLIENT an opportunity to review the appearance and content of scripted material. Unless IDEAS is notified via e-mail, or telephone within ten (10) days of posting review IDEAS will consider the material deemed acceptable by the CLIENT.

SERVICE INTERRUPTIONS

CLIENT acknowledges and agrees that IDEAS cannot guarantee constant service because of the variables involved. Circumstances beyond our control, include but are not limited to service interruptions caused by Acts of God, telecommunications system failures and server problems.

SUBJECT TO CHANGE

Terms and Conditions Agreement is subject to change without prior written notice by IDEAS. For the most recent revision of this document, please go to <http://www.ideascomputers.com/WebsiteDevelopment/ClientAgreement/tabid/909/Default.aspx>.

GOVERNING LAWS

This Agreement shall be governed by the Laws of the United States of America, which shall claim venue and jurisdiction for any legal motion or claims arising from this Agreement. This Agreement is void where prohibited by law.

ACCEPTANCE OF TERMS

Placing an order with contract for web page design and hosting with IDEAS will be regarded as acceptance of the Terms and Conditions.

FEES

Fees due are payable by check or money order. Project will not commence until client has made a 25% down payment of the total cost of the estimate. The remaining balance is due when the website is public on the destination domain(s), or upon completion of the contracted work; whichever comes first. Changes, corrections and/or additions will be charged separately and due upon receipt of the invoice.