

## 1. Authorization.

The Client is engaging Wizard Of The Web, as an independent contractor for the specific purpose of designing a World Wide Web site (herein after referred to as " Web Design Project ") to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after refer to as " Hosting Service ", or provided on diskette at the Client's option.

## 2. Server Access.

The Client hereby authorizes Wizard Of The Web to access the Hosting Service account, and authorizes the Hosting Service to provide Wizard Of The Web "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. It is up to the Client to ensure that folder and file permissions are set according to proper access levels and Wizard Of The Web does not warrant the security of any folders or files located on the web server.

## 3. Recommended Website Host.

Upon the Client's request, Wizard Of The Web has recommended Vodahost as a reputable Hosting Service. Wizard Of The Web is not in any way affiliated with this company and does not warrant their terms of service. Any disputes or concerns with regard to the recommended Hosting Service shall be handled between the Client and Hosting Service.

## 4. Cross-Browser Compatibilty.

This Web Design Project will be tested against a number of major internet browsers, however, Wizard Of The Web does not warrant that the website will be compatible with all internet browsers. It is the Client's responsibility to ensure that their website conforms to Standard Web Design practice, such as those recommended by the World Wide Web Consortium, and any disputes

regarding the compatibility after the completion of the Web Design Project are subject to extra service fees.

#### 5. Assignment of Web Design Project.

Wizard Of The Web reserves the right, and you hereby agree, the ability to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

#### 6. Copyrights and Trademarks.

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Wizard Of The Web for inclusion in the Web Design Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Wizard Of The Web and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

#### 7. Web Site Maintenance.

This agreement allows for minor web site maintenance to pages for the lifetime of your web site, including updating links and making minor changes to a sentence or paragraph. It does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, guestbooks, discussion webs, navigation structure changes, repairs of attempted updates by Client. This service is available from the date the Client's web site is available to be published to Client's hosting service. Major page code and/or graphics changes and additions will be charged at the hourly rates or those fees which Wizard Of The Web quotes.

#### 8. Completion Date.

Wizard Of The Web and the Client must work together to complete the Web Design Project in a timely manner.

## 9. Project Delivery.

The final web site design project will be published to the Client's hosting service upon receipt of final payment or delivered via diskette upon the receipt of full payment. The Client understands that Wizard Of The Web does not provide any hosting services in connection with this Web Design Project, however uses and recommends Vodahost for hosting websites designed by them. Hosting services require a separate contract with the hosting service of the Client's choice. The Client agrees to select a hosting service which allows Wizard Of The Web full access to the Client's account via FTP (File Transfer Protocol). The Client will be solely responsible for any and all hosting service charges.

## 10. Electronic Commerce Laws.

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Wizard Of The Web and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

## 11. Web Design Project Copyright.

Copyright to the finished web design site produced by Wizard Of The Web will be owned by Wizard Of The Web. The Client will be assigned rights to use the Web Design Project as a web site, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. Wizard Of The Web and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to Wizard Of The Web's Web Site.

## 12. Payment Schedule.

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and the Package Price, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages or flyer, the Client and Wizard Of The Web agree that the services described in this contract, and the Package Price, shall be completed for . The Client agrees to pay to Wizard Of The Web an initial, non-refundable deposit of (normally, 50% of the estimated total cost) upon execution of this agreement. Final payment is due prior to publication and/or delivery of the Web Site Design Project. All amounts are to be paid for using U.K currency.

## 13. Payments.

Payments must be made promptly based on the terms of this Web Site Design Project. Wizard Of The Web reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by Wizard Of The Web. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into , and any dispute will be litigated or arbitrated in and the Client hereby consents to the personal jurisdiction of the Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. Adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to Web search engines and updating occur only after the full final payment is made. All payments will be made in U.K. currency.

## 14. Legal Notice.

Notwithstanding anything to the contrary contained in this contract, neither Wizard Of The Web nor any of its employees or agents, warrant that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Wizard Of The Web be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site

visitor's computer or Internet software, even if Wizard Of The Web has been advised of the possibility of such damages.

#### 15. This Agreement.

This agreement constitutes the sole agreement between Wizard Of The Web and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and Wizard Of The Web.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties.