

Wilmington Web Terms and Conditions of Business

All services provided by Wilmington Web (hereafter known as the Company) to another party (hereafter known as the Client) are subject to the following Terms and Conditions.

1. Acceptance of Terms and Conditions

When submitting work in person to the Company all new clients must sign a copy of these terms and conditions at the time of transferring initial deposit of funds, indicating that these terms and conditions have been communicated, understood and accepted by the Client. As an alternative to this, when submitting work via email, the Company website, surface mail, or any other form of distance communication this will be taken as full understanding and acceptance of our terms and conditions as displayed on and available from our Company website.

2. Consultations and Meetings

The Company will provide 2 hours of consultation / meeting time, including the initial meeting, free of charge. Any other consultation, whether in person or on the phone, will be billed at the hourly rate. Unlimited email consultation is included as part of the contracted agreement between the Company and Client, but Wilmington Web reserves the right to answer email inquiries at whatever time during the work day that is the least disruptive to their established schedule.

The Company requires 48 hours notice to schedule meetings.

3. Charges

Charges for services and goods to be provided by the company are specifically defined by the project quotation received by the Client or within any subsequent or prior communication bearing thereupon. All website design services require a non-refundable deposit of a minimum of one third (or accepted approximation thereof) of the full project quotation total before any work shall be undertaken or submitted to the client for review. The remaining two thirds of the total charges, or the remaining balance, shall be due on the payment schedule detailed in the initial project proposal and agreed upon in the contract. If a project is less than \$500.00, then the full amount will be due upfront.

All project quotations are based on the estimated number of hours for the project as well as for other necessary expenses such as domain, hosting, graphics, fonts, stock pictures and the like, based on the information provided prior to the estimate on the Company's detailed Website Worksheet. Although the Company takes great pains to accurately estimate the cost of each project, any changes made to the project proposal may dictate adjustments to the final cost. Although the Company will make every effort to keep the Client well informed about additional charges incurred due to changes to the initial quotation, failure to do so will not negate the Client's obligation to pay such charges.

All work will be conducted during normal business hours. Any work conducted outside of normal business hours will be charged at 1 ½ times the normal rate.

4. Customer Review

After the deposit is received, the Company will design and code a non-working draft home page for Client review. This is to get the look and feel of the design project and is a crucial stage in the project. The Company will provide one free revision within one week of the draft being submitted to the Client for review. The website will again be submitted for Client review. At the completion of the project, such materials will be deemed accepted and approved unless the Client notifies the Company otherwise and in writing within ten (10) calendar days from the time the materials are made available to the Client.

5. Project Timescale

The Company will install and publicly post or supply the customer's materials by the date specified in the project proposal, unless an extension is agreed to by mutual consent of Company and Client.

If the Client does not supply the Company with complete text and graphic content for the web design project within 45 days of the date the contract was signed, the entire amount of the agreement becomes due and payable. If the Client still has not submitted all of the required contents within 90 days after the signing of the agreement, an additional continuation fee of 15% of the entire proposal price will be assessed for each month until the web design project is published or the Client cancels the project in writing.

If an invoice is overdue for more than 10 days, the Company will may stop all work, without notice, at its discretion.

6. Invoicing and Payment

Invoicing shall be provided by the Company upon completion of materials, and any associated work and services to agreed project specifications. The client may elect to receive notices via electronic mail, hard copy or both. Our terms are all invoices are due on receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of 20% per annum or \$25 (or equivalent in Pounds Sterling or Euros as appropriate at exchange applicable on the day of enactment) per calendar month of the total amount due. Wilmington Web reserves the right to remove web pages from viewing on the Internet until final payment is made. Where payment plans have been agreed prior to the completion of the project by both parties the terms of that payment plan will supersede the terms of this document only as it relates to part 6.

All payments may be made and will be accepted in US Dollars, Euros or Pounds Sterling. Payments may be made via cash, check or by secure online transfer to sales@wilmingtonweb.com or accounts@wilmingtonweb.com via Paypal. Payment may also be wired directly to our US business account, details of which are available on request. Checks should be made payable to "Wilmington Web" and sent to our postal address of "104 Hedingham Court, Wilmington, North Carolina, 28412, United States." The Company accepts no responsibility for the loss of cash payments submitted by post.

No web site shall be submitted to any search engine for placement until payment is made in full or unless payment arrangements have been made and are upheld according to the agreed upon payment schedule.

7. Default

Accounts unpaid sixty (60) days after the date of invoice shall be considered in default. If the Client in deficit maintains any information or files in web space administered by or accessible by the Company, the Company will, at its discretion remove all such materials from this space or suspend hosting and email accounts held. The Company is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Checks returned for insufficient funds will be assessed a return charge of \$30 (or equivalent in pounds sterling or euros as appropriate at exchange applicable on the day of enactment of the charge) and the Client's account will be considered to be in default until full payment is received. Clients with accounts in default agree to pay the Company expenses, including legal fees and costs for collection by third party agencies incurred by the company in enforcing these terms and conditions.

The Client agrees that for the purposes of venue, this agreement is entered into in New Hanover County, North Carolina and any dispute will be litigated or arbitrated in New Hanover County, North Carolina.

8. Termination

Termination of services by the Client must be requested in written notice and will be effective on receipt of such notice. Email or telephone requests for termination of services will not be honored until and unless confirmed in writing. The client will be invoiced for work completed to the date of the notice of cancellation for payment in full within thirty (30) days.

9. Content And Use Restrictions

The Company reserves the right to refuse service or access to electronic storage or data stored by the company to anyone. The company will not be party to the storage and dissemination of, or provide materials which permit the storage and dissemination of "illegal materials" – including copyrighted works, unlicensed commercial audio, video or music files, and any materials in violation of any national, international or local regulations or laws.

“Adult materials” – including all pornography, erotic images, or otherwise lewd and obscene content is strictly prohibited. The designation of “adult material” is entirely at the discretion of the Company. “Warez” – including pirated software, roms, emulators, phreaking, hacking, password cracking, IP spoofing, etc. and the encrypting of any of the above are strictly prohibited. This exclusion also extends to sites which provide “links to” or “how to” information about such material. Sites that promote hatred against any ethnic group, faith, religion, political viewpoint or sexual orientation are also expressly prohibited. The Company reserves the right to suspend or cancel a client's access to any or all services provided by the Company should the Company decide that the service has been inappropriately used.

10. Errors And Omissions

Although the Company will operate in good faith to ensure pages put together by Wilmington Web are free of errors, the Company may not be held responsible for any errors that may occur. The Company does not accept any liability for losses or damages arising from errors within any page or if web search submissions are not accepted. It is the responsibility of the Client to proof their own pages for errors and inform Wilmington Web of needed changes as soon as possible. Minor text changes and corrections that are the fault of Wilmington Web will be corrected free of charge for 30 days after the completion of the site. After that time changes will be charged on a per instance basis unless the Client has chosen a maintenance plan.

11. For Provision Of Hosting

In rare cases, the company may find a client to be using server resources to such an extent that he or she may jeopardize server performance and resources for other clients. In such cases the Company reserves the right to impose a high resource user policy for the consideration of all customers. In such a situation, the definition of high use remains solely at the discretion of the Company and such users will be contacted and offered options for continued higher use services at an additional fee.

For more detailed information regarding Hosting, please see the additional terms and conditions that apply specifically and are attached at the end of these general terms and conditions.

12. Data Backup

The Client is responsible for undertaking any data backup of programs, database, web files or other digital materials.

13. Spam

Unsolicited Email (Spam) sent from company servers or host provision will be considered an unacceptable use of any resources provided by the Company. Any reports of abuse received concerning spam-mail originating from Company provided services or materials may result in suspension or closure of a service without refund.

14. Prepay Services

Where any services provided by the Company are on a prepay basis payment is due each anniversary year following the date the service was first established. For site maintenance and updates, this date will be the first day of the completion of materials. All renewal payments must be received at least five (5) working days in advance of the renewal date to ensure that no disruption to the service is incurred. The Company reserves the right to suspend this and other services until any outstanding debt is cleared. The Company accepts no responsibility or liability for any data lost due to non-payment closure of an account. Fees charges in any prepay basis are non-refundable.

15. Copyright

The Client retains the copyright to data, files and graphical images provided by the Client, and grants the Company the rights to publish and use such material. Any designs, design work or coding remain the exclusive intellectual property of the Company until such time as the project is paid for in full, unless prior agreement is reached. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting the Company permission and rights for use of the same and agrees to indemnify and hold harmless the Company from any and all claims resulting from client

negligence or inability to obtain proper copyright permissions. Any contract for design or placement of materials shall be regarded as a guarantee by the Client to the Company that all such authorities and permissions have been obtained. Evidence of permissions and authorities may be requested by the Company at any time.

16. Standard Media Delivery

Unless otherwise specified in the project specification, this agreement assumes any text will be provided by the Client in in electronic format (on disk or via email) and that all photographs and other graphics will be provided in high quality print suitable for scanning or in .gif, .jpeg, .bmp or other equivalent format. Although every reasonable attempt shall be made by the Company to return the Client any images or printed material provided for use, such materials cannot be guaranteed.

All text should be submitted as a final draft. If text is not submitted as a final draft and requires either small adjustments or complete replacement, extra charges will be incurred. For all pictures, specific and explicit instructions should accompany them as to which page they should go on and including any description of the content(s) of the picture that will help with site content and alt tags.

17. Cross Browser Compatibility

The Company makes every effort to design pages which display acceptably in the most popular current browsers, but cannot accept responsibility for pages which do not display acceptably in new versions of browsers released after pages have been designed.

18. Design Credit

Where appropriate a link to the Company will appear in either type or by a small graphic at the bottom of the primary (home) page of the client's web site. If a graphic is used it will be designed to blend in as greatly as possible with the overall site design.

19. Access Requirements

If materials are to be installed on a third party server the Company must be granted temporary read / write access to the client's storage directories, and those directories must be accessible via FTP. Depending on the specific nature of the project, other resources may also need to be configured on the server and this may incur minor extra charges.

20. Post-Placement Alterations By A Third Party

The Company cannot accept responsibility for any alterations caused by a third party occurring to the Client's materials once installed. Such alterations include, but are not limited to, additions, modifications or deletions.

21. Indemnification

The Client agrees that they shall defend, indemnify, save and hold harmless from any and all demands, liabilities, costs and claims, including legal fees asserted against the Company, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, their agents, employees or assigns. The Client agrees to defend, indemnify and hold harmless the Company against liabilities arising out of (a) any injury to person or property caused by products sold or otherwise distributed in connection with the company's materials or provisions, (b) any material supplied by customer infringing on the proprietary rights of a third party, (c) copyright infringement and (d) any defective products sold via any website provided by the Company.

22. Force Majeure

Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control (an "event of force majeure"), provided the same arises without the fault or negligence of such party and the affected party notifies the other party within three (3) working days of becoming aware of the same such event of force majeure and the manner and extent to which its obligations are likely to be prevented

or delayed, and provided also that the occurrence of any such event of force majeure shall not have the effect of discharging or postponing the affected party's payment obligations hereunder.

23. Web Site Maintenance

The Company offers an optional web site maintenance agreement that covers minor web site maintenance to pages over a 12 month period, up to an average of one half hour per month, including updating lines and making minor changes to a sentence or paragraph, it does not include updating or replacing nearly all the text from a page with new text, major page reconstruction, new pages, navigation structure changes, attempted updates by client repairs or web design projects delivered to the client via diskette. The 12 month period begins when the site has been published to the client's hosting account / provider. Major page code and / or database structural changes will be charged at current hourly rates.

24. Disclaimer

The Company will not be responsible for any damages your business may suffer. The Company makes no warranties of any kind, expressed or implied for services we provide or for placement in search engine rankings or download times on slow connections. The Company disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery and any and all service interruptions caused by the Company and its employees, agents or assigns. The Company reserves the right to revise its policies and prices at any time without notice.

25. Sole Agreement

These terms and conditions supersede all previous representations, understandings and agreements. The Client's signature or payment of an advance fee constitutes agreement to and acceptance of these terms and conditions. Payment online is an acceptance of our terms and conditions.

26. General Notes

Wilmington Web cannot always guarantee that work can start immediately on a project but will arrange a date with the Client as to when work can begin.

Wilmington Web accepts no responsibility or liability if any search engine, online directory or search site chooses not to list a client's web site.

Website Hosting

27. Right To Refuse Service

Wilmington Web (the Company) reserves the right to refuse service to anyone for any reason. This policy is to ensure a secure and professional environment for all customers on our servers.

28. Disclosure To Law Enforcement

If Wilmington Web is required by law to disclose certain information to any law enforcement agency or government body (local, state, federal or international), it will do so. Should information regarding a Client be requested by subpoena, the Company will contact the Client immediately should the Client wish to take action to quash the subpoena. If, however, the Client does not take immediate action, Wilmington Web will not allow itself to be put in a precarious legal position.

29. Payment Of Fees

ALL PAYMENTS TO WILMINGTON WEB ARE NON-REFUNDABLE AFTER 30 DAYS & THERE WILL BE NO EXCEPTIONS.

For website hosting payment is due on an annual basis. Payment not made within 60 days of the invoice date will result in having a "site down due to non-payment" message being put in place of your site until full payment is received.

For domain names the full amount is payable upon order.

30. Refund And Disputes

All payments to Wilmington Web are non-refundable after the initial 30 days of service. This includes setup fees and any subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 30 days of the time the disputed charge occurred.

31. Liability

The Client acknowledges that there are many reasons service can be interrupted other than the negligence of the hosting provider and in the case of an act of God or the failure of the internet, is a situation well beyond the control of the service provider and that damages resulting from any interruption of service are difficult to ascertain. Therefore, the Client agrees that the Company shall not be liable for any damages arising from beyond the direct and exclusive control of Wilmington Web. The Client further acknowledges that the Company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by the Client for services during the period damages occurred. In no event shall Wilmington Web be liable for any special or consequential damages, loss or injury.

32. Support Boundaries

Wilmington Web provides technical support to our clients, but there are limits based on your particular situation. If your site was designed by a third party and is hosted with us, our support applies only to server issues. If your site is designed by Wilmington Web and hosted with another service provider, our support is limited to design related site functionality. If your site was designed by Wilmington Web and is hosted by the Company, then our support covers server functionality and application specific issues such as CGI, JavaScript, PHP programming and html coding. The Company DOES NOT provide any Windows based hosting or any ASP programming. Wilmington Web does not provide technical support for YOUR clients.

33. SPAM and Unsolicited Commercial Email (UCE)

Wilmington Web has a zero tolerance policy in regards to SPAM and Unsolicited Commercial Email (UCE) on our server. Upon notification of an alleged violation of our Spam policy, the Company will initiate an investigation within 48 hours. During the investigation, the Client's access to the server may be restricted so as to prevent further violations. If a customer is found to be in violation of this policy, Wilmington Web may, at its sole discretion, restrict, suspend or terminate the Client's account. Further, the Company reserves the right to pursue civil remedies for any costs associated with the investigation. If it is believed to be a criminal offense, the proper authorities will be contacted immediately.

A first violation of this policy will result in a \$250 fine and consideration of possible termination of your account. A second violation will result in a \$500 fine and immediate termination of your account. Users that violate this policy also agree to pay research fees not to exceed \$150 per hour that Wilmington Web personnel have to investigate the matter.

34. Bandwidth Usage

The Client agrees that bandwidth that exceeds the given rate on a monthly basis will pay an overage fee. Wilmington Web will monitor the Client's bandwidth and shall have the right to take corrective action if the Client's bandwidth is excessive and interrupts service for other customers. Corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all services or the termination of this agreement, any of which are at the sole discretion of the Company. If such action is needed the Client shall not be entitled to a refund of any fees paid in advance.

35. Availability

The Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the Company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, the Client agrees that the Company shall not be liable for any damages

arising from such causes beyond the direct and exclusive control of the Company. The Client further acknowledges that the Company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by the Client for services during the period damages occurred. In no event shall the Company be liable for any special or consequential damages, loss or injury.

36. Suspension Of Service Or Cancellation

Wilmington Web reserves the right to suspend network access to any Client if it is determined that they are in violation of any of the terms of this agreement or for any other reason which Wilmington Web chooses. If inappropriate activity is detected, all accounts of the Client in question will be deactivated until an investigation is complete. Prior notification to the Client is not guaranteed. In extreme cases, law enforcement will be contacted regarding the activity. The Client will not be credited for the time the Client's account(s) were suspended.

37. Disclaimer

Wilmington Web reserves the right to amend its policies at an time. Failure to follow any term or condition will be grounds for immediate cancellation.