

## **TERMS & CONDITIONS**

Having MadVue Ltd design/post your World Wide Web site, you agree that it is in compliance with the general rules and guidelines as follows.

### **Standard Media Delivery**

This Agreement assumes that all text is provided by the Client in electronic format (.txt on CD/DVD, e-mail or ftp retrievable), all photographs and other graphics are provided in high quality print suitable for scanning or in a .gif, .jpeg, .bmp, .tif, .psd, .eps, .ai or editable fla format. Additional expenses may be incurred and will be invoiced accordingly for corrective work, conversion of media and outside facility charges.

### **Permission and Copyright**

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 supplied material. Every contract for page design and placement shall be regarded as a guarantee by the Client to MadVue Ltd that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

### **Licensed Code**

This Agreement includes code elements being custom created for the Client and is based on toolboxes of techniques and pre-developed code that is property of MadVue Ltd or one of its contractors. This software technology is licensed to the Client for a one-time fee and is limited to installation and usage by that Client only on one "site" of connected documents on one "server". Such code is not owned by that Client and may not be distributed, modified or re-licensed without the express written consent of MadVue Ltd

### **Access Requirements**

In order to install the design in question, MadVue Ltd must be granted read/write access to the Client's storage directories; those directories must be accessible via FTP. Depending on the project, other resources might have to be configured on the server end (for scripts, imagemaps, etc.).

### **Right To Pull**

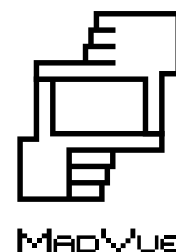
The Client agrees to give MadVue Ltd or its appointed agents "on demand" access to the installed designs and the Client further agrees that MadVue Ltd shall have the right to remove that design from public posting for failure to adhere to the terms of this Agreement, including violating any licensing agreements or failure to pay fees duly assessed.

### **Payment Terms**

A 20% deposit is payable at the time the contract is signed, a further 30% is payable once the prototype has been signed off and the remaining payment is payable after final sign off.

### **Post Placement Alterations**

MadVue Ltd cannot accept responsibility for any alterations caused by third party occurring to the Client's pages once placed. Such alterations include, but are not limited to additions, modifications, or deletions.



## Cancellations

Cancellation of orders for authoring or placement may, in the first instance, be made by telephone, but must be confirmed in writing by e-mail or letter. The Client will be invoiced for authoring work completed to the date of first notice of cancellation for payment in full within 28 days. The full invoiced amount of the order must be paid if the cancellation is not received in writing within 10 working days.

## Impossibility of Performance

The Client acknowledges and agrees that MadVue Ltd cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond its control including, but not limited to, telecommunications problems.

## Acceptance of Terms and Conditions

The placement of an order or contract for the authoring or placement of pages with MadVue Ltd will be regarded as an acceptance of all the above terms and conditions. Orders may be placed, in the first instance, by telephone or e-mail and must be confirmed in writing by e-mail or by letter.