



**We Don't Just Build Websites**

**WE CREATE AN EXPERIENCE**

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## **TryTec Terms & Conditions**

The following terms and conditions are intended to be fair to all parties concerned and to aid in the supply of services. This agreement represents the agreement and understanding between TryTec and the account holder/client.

### Guarantee Web Site Design:

Due to the high professionalism of our web design team we have the confidence to guarantee all our web design work. If the design we provide does not meet or exceed your expectations, TryTec will continue to work on your site with the same high priority as demonstrated at the start of the project.

### Payment:

Deposit - A deposit of \$400 for STANDARD, \$600 for PREMIUM or \$1200 for E-COMMERCE website design package must be paid by the client before the start of the website design project.

Installments - If the client chooses the 12 installment option to pay off the full quoted price, client's credit card (Visa or MasterCard) will be automatically billed the first monthly fee two (2) weeks from signing the agreement for STANDARD, three (3) weeks for PREMIUM or four (4) weeks for E-COMMERCE. Every month thereafter for a total of twelve (12) installments the client's credit card will be automatically billed the monthly fee. If TryTec is unable to collect client's monthly fee, the website may be suspended until payment is received.

Non-Payments/NSF - All returned cheques or declined credit card transactions are subjected to a \$25 handling charge.

Late Charge - The total amount you own is due on the billing date or within 10 business days if payment is mailed out by cheque. For late payments a charge of 10% compounded monthly will be calculated from the billing date and applied to the client's next bill.

International clients - For all clients located outside of Canada and US the full quoted amount for all products and services offered by TryTec is to be paid before the start of any project or delivery of any product.

\*The website in part or in full remains the property of TryTec until the full quoted price is paid off.

\*All TryTec fees and charges are quoted and billed in Canadian dollars unless otherwise noted.

#### Refund Policy:

There is a minimum one year commitment for all website design/hosting packages and 6 month commitment for all website maintenance packages. No refund will be given for partial terms or any initial registration, deposit and/or setup fees.

#### Development & Delivery:

TryTec will provide you with an estimated time of delivery for your new website design. However, TryTec does not guarantee deadlines as each project is unique as is each customer. We will communicate with you during the entire development of your website design and provide you with status updates.

Upon completion of the project the remaining amount or first month payment of the 12 month commitment must be paid before the website is posted.

#### Website Mock-ups:

A website mockup is a graphic or image that represents what a website can look like. At the start of the project after the client has submitted all the website content TryTec will create a mock-up based on your input and allow up to 3 modifications of that mock-up. TryTec will also allow you to browse through our database containing 3000 readymade templates to help you picture your future website.

#### Cosmetic Revisions:

The one round of cosmetic revisions commences once we have turned over the first version of your newly designed website with the content, links, and photos you provided us. At this time the client will have the opportunity to make changes to the website colors, fonts, or background only. Any further work performed by TryTec post completion of the permitted cosmetic revisions will require exercising either the existing maintenance contract if not yet fully consumed or a new maintenance contract purchased by client before further work is to be performed.

#### Website Content:

Due to large volume of projects TryTec and the client must work together in a timely manner, to avoid missed deadlines. It is the clients responsible to submit any content for inclusion in the website within 5 business days of signing the website design agreement and the payment of the deposit, unless otherwise agreed by scope of services whereby TryTec is hired to provide copyright and logo/image design services. Additional Content sent to TryTec after the 5 days will be implemented as part of Maintenance.

Text may be submitted on disk or emailed to TryTec in standard PC word processing format, or typewritten, printed brochures and other printed materials. If text is in paper format, TryTec will only do basic text formatting, such as font color, size, style, bullets, indents, etc. No tables / charts will be made for formatting.

Photos and graphics may be submitted to TryTec on PC disk in any of the standard

graphic formats or emailed directly to TryTec. Paper format should be the highest quality artwork or photos available for TryTec to scan. Make sure your originals are clear and clean. TryTec will resize your graphics to conform to your web page. TryTec will not accept graphics smaller than 2" x 2" or larger than 8.5" x 11".

#### Website Updates:

Upon completion of the website project any additional alterations that may include, but not limited to content additions, modifications, deletions, text alterations, image editing and links update are subjected to a minimum of \$55 per hour update fee charged by approach in 1 hour intervals. Optional Website maintenance packages with reduced hourly rates are available for purchase. Once maintenance has been completed, an email notification will be sent to the client requesting acknowledgement of the completion of the maintenance work. Should we not receive your acknowledgement within 2 business days, TryTec will attempt 1 phone call to the client. Should we not hear back from the client by phone or email within 4 business days of our initial email notification, the maintenance work will be considered 100% completed. Any further work performed by TryTec post completion of the initial maintenance work will require exercising either the existing maintenance contract if not yet fully consumed or a new maintenance contract purchased by client before further work is to be performed.

#### Website maintenance packages:

All package fees are due at the time of order. Any additional hours above the included monthly hours will be charged by the rate stated in the purchased package at the end of each month for the duration of the maintenance package term. TryTec reserves the right to modify package fees and rates effective upon posting on the TryTec website.

Unused monthly hours in part or in full are nontransferable and may not be carried over to the next month.

No refunds will be given for partial terms or for any initial registration or setup fees. The Service cannot be transferred between different domain names.

#### Hosting & Domain Name:

Hosting & Domain name - will be hosted by TryTec for a period of one calendar year from time of purchase. TryTec will register clients name & address as the owner of the domain and will retain TryTec information as administrative contact. After completion of first year it is the client's responsibility to renew their contract with TryTec. Warning of account expiry will be sent via email to client from TryTec.ca. It is client's responsibility to comply with all TryTec policies.

Domain name registrations will subject the client to the Terms and Conditions of the respective governing domain extension registries. .COM, .NET, .ORG domain name extensions are governed by ICANN policy. Please refer to <http://www.icann.org>.

Hosting & domain name cannot be redeemed for cash or other services/products.

No refunds will be given for partial terms or for any initial registration fee or setup fees. The Service cannot be transferred between different domain names.

Online Payment & Shopping Cart Setup (If Applicable):

In order to accept online payments the client is responsible to sign up with a merchant account provider. Any additional fees charged by the merchant account provider are to be paid by the client directly to the company providing the merchant account service.

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 material supplied by client. The client represents to TryTec and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork submitted to TryTec for inclusion in web pages 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, and defend TryTec and its subcontractors from any claim or suit arising from the use of such elements submitted by the client.

TryTec Credit on Website:

A link to TryTec will appear in small typed format at the bottom of the first or each page on the website. The link will not cause users to leave the Client's website, rather, it will open a new browser window to the TryTec website. The link will typically state, "All rights reserved Web Design by TryTec © 20XX" This link may not be modified at any time without express written consent of TryTec during the existence of the website for public viewing. Additionally, design credits to TryTec will also be in the HTML code of each page, hidden from normal view, and may not be modified at any time without express written consent of TryTec during the existence of the website for public viewing.

Website Search Engine Submission:

Website Search Engine Submission takes place automatically by search engines like google unless stated otherwise. In the event of purchasing a website development package that includes website submission option, the website will be submitted to top 20 search engines. TryTec cannot guarantee search engine placement with any of the search engines. Submitting your website to the 20 plus search engines will give your website the best chance at an optimum ranking however; algorithm changes and online marketing are big factors in deciding a website's ranking and are beyond the control of TryTec.

Website Access:

The Client agrees to provide FTP access to upload new web site pages. If FTP access cannot be provided, then the files will be emailed to the Client for upload.

Website Alterations by other parties:

TryTec cannot accept responsibility for any alterations caused by client or third parties occurring to the clients pages once placed. Such alterations include, but are not limited to additions, modifications, deletions, stolen content, stolen domain name or hosting failure.

Unauthorized use and illegal activities prohibited by TryTec:

The use or attempted use of an Internet account for unlawful, harmful, fraudulent, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically, disputatiously, argumentatively or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, provincial, state, national or international law.

Proofing:

TryTec shall make every effort to ensure the final Work is free of any grammatical and spelling errors, before giving the final product to the Client. It is agreed that it is the Client's responsibility to ensure that there are no spelling or grammatical errors contained in the final product. It is agreed that TryTec is not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public.

In Progress Viewing:

We establish a private directory for your new or existing website on our testing server so that you may view the website development / maintenance progress at any time. Your project manager will inform you via email when extensive updates to the site have been made so you can review the most recent progress.

Billing inquiries and disputes:

Billing inquiries and disputes should be brought to TryTec attention within 30 days of the invoice date. Failure to do so will be deemed to be an admission that the entire contents of the invoice are accurate.

Termination of service by TryTec:

Your Service may be terminated by TryTec under the following circumstances (non-exclusive list):

- Fees non-payment over 10 business days from due date
- You are in breach of any term or condition of this Agreement
- Your use of the Service disrupts TryTec business operations or affects any other party

In such termination(s) all client services may be discontinued and removed from TryTec servers including data contents.

Disclaimer of endorsement:

Reference herein to any specific product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by TryTec, its employees, sponsors, or contractors. Links from these pages are provided as a service to users of the World Wide Web. Their existence does not necessarily constitute an endorsement by TryTec. TryTec is not responsible for the contents of any off-site pages referenced.

The data contained on this website is for informational purposes only and is not represented to be error-free. TryTec reserves the right to discontinue or vary offers without notice on this website. Prices subject to change without notice.

Limitation of Liability:

Without limiting the generality of the foregoing, we and our suppliers, and our respective directors, officers and employees (collectively, in this paragraph, "TryTec"), are not responsible or liable to you or third parties for any claim, loss, damages, liability or expenses the client or others may suffer or incur as a result of, arising out of, or in any way connected with the Service, any use of it or interruption in it, or our equipment, whether through act or omission, negligence or otherwise, and whether direct or indirect. Without limitation, TryTec is not liable for any incidental, special, consequential, punitive, aggravated or exemplary damages, or loss of use, data, business, income or profits, even if TryTec has been advised of the possibility of such claim, loss, damages, liability or expenses by the client or others. The client assumes all responsibility and liability with respect to mistakes, omissions, interruptions, errors, defects, delays in operation or transmission, or any failure of performance. The limitations on liability contained in this Agreement shall survive the termination of this Agreement. Without limiting the generality of the foregoing, in no circumstances shall our liability to you exceed one (1) month hosting service or one (1) month website development fee.

This Agreement is governed by the laws of the Province of Ontario, Canada. If for any reason a court of competent jurisdiction finds any provision of this license, or portion thereof, to be unenforceable, that provision of the license shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this license shall continue in full force and effect. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial Centre of Mississauga, Province of Ontario.

Neither we nor our suppliers warrant that the Service will be uninterrupted or error free.

Force Majeure - "Greater Force":

Neither party shall be liable for any delay, interruption or failure in the performance of our obligations if caused by acts of God, declared or undeclared war, fire, flood, storm, slide, earthquake, power failure, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay, labour disputes, or other similar events beyond the control of the party affected that may prevent or delay such performance. If any such act or event occurs or is likely to occur, the party affected shall promptly notify the other, giving the particulars of the event. The party so affected shall use reasonable efforts to eliminate or remedy the event.

Accepting Terms of TryTec:

By placing a order for TryTec services acknowledges that you have read this Agreement, understand it, and agree to be bound by its terms and conditions, and you further agree that this Agreement and the additional Agreement found on your contract are the complete and exclusive statements of agreement between the parties and that it supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

Should an order be placed then it shall be understood by all parties concerned that a contract shall not exist between ourselves until TryTec acknowledges receipt and acceptance of the order and reply's to the client.

Thank You