

## **Application**

This contract applies to any and all services provided by Advancing Business Technologies herein described as ADVBT, to the CLIENT who identifies themselves in the Acceptance of Terms and Conditions outlined at the end of the contract. This contract shall remain binding until mutual agreement is made between both parties that all services have been completed, payment is rendered, and proper notification is provided to terminate the contract.

## **Standard Media Delivery**

This Agreement assumes that all text is provided by CLIENT in electronic format (.txt on floppy, e-mail or ftp retrievable), all photographs and other graphics are provided in high quality print suitable for scanning for an additional fee, or on a floppy in a Adobe Photoshop 4 native file, TIFF, JPEG, GIF, or BMP format.

## **Permission and Copyright**

The CLIENT will obtain all the necessary permission and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other supplied materials. The CLIENT to Advancing Business Technologies (herein referred to as AdvBT) shall regard this contract for page design and placement, as a guarantee that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested. In addition, CLIENT acknowledges and agrees that ADVBT have no control over, and will not be liable for, the unlawful acts of others who access Client's installed and publicly posted copyrighted material.

## **Licensed Code**

This Agreement includes code elements being custom created for CLIENT and pre-developed code that is property of ADVBT. The code 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". Once client has rendered complete payment of the code, it then becomes property of the client. Until then, such code may not be distributed, modified or re-licensed without the express written consent of ADVBT.

Domain will be transferred at CLIENT's request.

## **Images**

CLIENT will be granted a 2-edit limit on any images placed on site by ADVBT. Any additional requests for image editing, will be charged an hourly rate as determined by ADVBT.

## **Access Requirements**

In order to install the design in question, ADVBT must be granted read/write access to 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, image maps, etc.).

### **Right to Pull**

By signing this agreement, CLIENT agrees to give ADVBT “on demand” access to the installed designs. CLIENT further agrees that ADVBT 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 any fees duly assessed.

### **Post Placement Alterations**

ADVBT 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 additions, modifications, or deletions.

### **Design Credit**

A link to ADVBT will appear in small type at the bottom of each page on the Client’s site.

### **Refusal to service**

ADVBT reserves the right to refuse service for any ad or material that it feels are not legal, moral or in its best interest. ADVBT may cancel this agreement for failure of CLIENT to abide by its terms.

### **Alterations in Terms and Conditions**

ADVBT reserves the right to change the terms and conditions of the acceptance of future orders for authoring and placement of Client’s pages.

### **Cancellations**

Cancellation of orders for authoring or placement may in the first instance, be made by telephone or e-mail, but must be confirmed in writing. The CLIENT will be invoiced for authoring work completed to the date of first notice of cancellation for payment in full within 30 days. The full invoice amount of the order must be paid if the cancellation is not received in writing within ten (10) working days of initial verbal/electronic cancellation.

### **Customer Review**

On the agreed product due date, ADVBT will provide CLIENT with an opportunity to review the appearances and content of Client’s materials. Unless CLIENT notifies ADVBT within five (5) business days of the agreed due date, ADVBT will consider the scripted materials to be deemed accepted and approved by the CLIENT. Payment of the fee balance will then become due in full on the 5<sup>th</sup> business day based on the Web pages being constructed according to the CLIENT’s original written specifications.

In the event ADVBT cannot meet the product due date, CLIENT will be notified at least 5 business days in advance. At which time, a new product due date will be negotiated.

### **Turnaround Time**

ADVBT will install and publicly post CLIENT's material, less e-commerce sites which may require more set up time, within a week of the date full payment is received from CLIENT unless otherwise notified by CLIENT. ADVBT will not be held liable for inadequacies of CLIENT's Internet Service Provider in regard to publishing of CLIENT's material.

### **Impossibility of Performance**

CLIENT acknowledges and agrees that ADVBT cannot guarantee the absence of service interruptions caused by natural acts or other circumstances beyond its control including, but not limited to, telecommunications problems.

### **Payment Terms**

A non-refundable fee of 30% of the total cost is due upon the sign and receipt of this contract. Upon receipt of that initial payment, ADVBT will begin the design process. At the first site review, 50% of the total amount will be due. The final amount is due upon completion of the design process according to the CLIENT's original specifications.

Additional monthly fees including (but not limited to) hosting and maintenance are due by the 5<sup>th</sup> of each month. Any late payments will incur an additional 5% of monthly cost if not postmarked by the 10<sup>th</sup>. If payment is not rendered by the 2<sup>nd</sup> billing cycle, services will be discontinued. At which time, a \$50 reinstatement fee plus any outstanding balances will be charged to restore service.

### **Governing Law**

This Agreement shall be governed by the laws of the State of Florida, which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

**Acceptance of Terms & Conditions**

The placement of an order or contract for the authoring or placement of pages with ADVBT will be regarded as an acceptance of all the above terms and conditions. Clients may request a signed copy of these terms and conditions by contacting AdvBT.

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the date indicated below:

\_\_\_\_\_ Date \_\_\_\_\_ Product Due Date

\_\_\_\_\_  
CLIENT Signature

\_\_\_\_\_  
CLIENT Name & Title (printed)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_ E-mail Address \_\_\_\_\_

**ADVBT:**

\_\_\_\_\_  
Dornique A. Lynch  
Advancing Business Technologies, LLC.  
7411 Vista Way  
Suite 203  
Bradenton, FL 34202  
770-329-4208

-----  
© 2003 Advancing Business Technologies. All Rights Reserved