



Operations
 G11-1001 Douglas Street, Victoria BC,
 V8W 2C5 Canada. Toll free: 1.877.598.9938 – Victoria: 250.598.9938

Terms of Service - Web Design Solutions:

Date:		Email:	
Name:		Company:	
Address:	City:	Prov:	Postal:
Contract (\$):	+GST:	Tel:	Fax:

GST(838746014RT0001)

unless otherwise noted funds are in US dollars

Payments:

All Web design, Domain registration and SEO payments are due at the time of order. Monthly Web Hosting payments (other than time limited free hosting) are due on the 'order' day of each month (pre-authorized recurring credit card payments only).

Taxes

Prices quoted are exclusive of GST, PST and/or HST (where applicable).

Refunds:

No refunds will be made on Web Design assignments cancellation after 30 days

If Client halts work and applies by letter, email or by fax for a refund within thirty days of date of contract, work completed shall be billed at the hourly rate stated (\$68.50 per hour) as well as any paid sales commissions to in-store or outside sales agents, and deducted from the initial payment, the balance of which shall be paid back to Client. If, at the time of request for refund, work has been completed beyond the amount covered by the initial payment, Client shall be liable to pay for all work completed at the hourly rate stated above.

Web Design

Konae Technologies, Inc agrees to deliver projects in a timely manner and shall conform to the standards as per our 'Web Design 10 point quality guarantee'. However, delays in project completion may occur when:

- There is a delay in any payments
- The client requests further work, including changes in the scope, design, structure, or content of the project
- The client purchases an additional service related to the project
- There is a delay in the receipt of any materials from the client
- Time frame estimates are approximate only and are subject to change at any time at Konae Technologies, Inc's discretion.

Once a client of Konae Technologies, Inc, you authorize Konae Technologies, Inc to charge the payment method you submitted for all the invoices generated for the services rendered by Konae Technologies, Inc. In order to change your payment method, simply contact your project manager prior to your payment's due date.

If a project stalls or a client becomes unresponsive for more than 6 weeks, the project will become "inactive" and a re-engagement fee of 15% of the total project cost will be assessed upon re-initiating the project. If there is no meaningful activity for 6 months the project may be terminated without refund.

Copyrights and trademarks

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to WalkinWeb, Inc 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 WalkinWeb, Inc 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.

Web design project copyright

Copyright to the finished web design site produced by WalkinWeb, Inc will be owned by the Client. The Client will be assigned rights to use the Web Design Project as a web site, once final payment under this agreement have been paid. Rights to photos, graphics, source code, work-up files, and computer programs remain the property of their respective owners.

Web Hosting

The customer agrees to make use of Konae Technologies, Inc servers primarily for the purpose of hosting a website, and associated email functions. Data uploaded must be primarily for this purpose. Konae Technologies, Inc servers are not intended as a data backup or archiving service. Konae Technologies, Inc reserves the right to negotiate additional charges with the Customer and/or the discontinuation of the backups/archives at their discretion. If you exceed your allocated transfer bandwidth for a month, you will be billed at the rate of \$5 per additional 10GB.

Servers are shared with other customers, and as such IRC-related activities or severely CPU intensive CGI scripts (e.g. chat scripts, scripts which have bugs causing them to not close properly after being run, etc.) are not encouraged. Any application that listens for inbound network connections (even if the application would otherwise be allowed) are not permitted. BitTorrent clients, proxy servers/scripts, IRC bots and bouncers (BNC) specifically may not be run on any Konae Technologies, Inc server. If your processes are adversely affecting server performance disproportionately Konae Technologies, Inc reserves the right to negotiate additional charges with the Customer and/or the discontinuation of the offending processes.

CLIENT INITIALS

Spam

Unsolicited Commercial Email (UCE): Konae Technologies, Inc takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of Konae Technologies, Inc may not use or permit others to use our network to transact in UCE. Customers of Konae Technologies, Inc may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In addition, it is not acceptable to transmit bulk email through remote SOCKS, HTTP or other similar proxies who in turn make a SMTP (TCP port 25) connection to the destination mail servers.

Customer agrees to not have any content on their site that advocates, sells or in any way makes available tools or methods to send unsolicited e-mail or usenet postings (spam), or to use Konae Technologies, Inc's Servers for relaying unsolicited e-mail or usenet postings, or to use unsolicited e-mail or usenet postings to advertise for their site hosted at Konae Technologies, Inc. Any complaint we receive about a violation of this or the preceding two points will be taken very seriously and will result in immediate account cancellation without a refund.

Email

Konae Technologies, Inc shall not be liable when subscribers receive harassment in all forums thru the Internet, such as unsolicited/bulk mail, including 'Junk Mail' or other advertising materials to individuals who did not specifically request such material or so called 'e-mail Spam' Malicious emails, chain letters, fraud bank, or pyramid schemes whether the recipient requested it or not and other events arising from the said materials are not the responsibility of Konae Technologies, Inc.

Customer Responsibilities

Contact Information. It is the customers responsibility to keep their contact information up to date. And use a contact email address that is not associated on their domain name that is hosted with us, or email accounts hosted on their web server. It is always suggested that clients have emergency accounts with a Gmail, Yahoo or Hotmail system. This will also ensure that when you submit a support ticket that you will be able to get a reply.

Backups.

The customer is responsible for maintaining a backup copy of customer's files elsewhere to ensure recovery in the event of loss or damage to customer's files. At customer request Konae Technologies, Inc may make periodic backups of all files, but makes no guarantees of any kind, either expressed or implied, as to the integrity of these backups. Should the file loss be due to some error on the part of Konae Technologies, Inc, Konae Technologies, Inc will attempt to recover the files from their most recent archives at no cost to the customer. Should the file loss be due to some action of the customer, or due to vandalism brought on by the customer's negligence of securing their account, Konae Technologies, Inc will attempt to recover the files from their most recent archives. Although we do create excellent backups of your data, please do not completely rely on us. There are unlikely situations where we may not be able to reproduce a backup after multiple system failures. Please store a copy of your critical data on a local computer.

Security

The customer will be solely responsible for the web mail access and email accounts issued by Konae Technologies, Inc's. The customer should take all measures as may be necessary to protect the secrecy of the USER ID and/or password and shall not reveal the same to any person(s).

Termination

Web hosting may be terminated by either party, without cause, by giving the other party 14 days written notice. Konae Technologies, Inc will accept termination by electronic mail. Notwithstanding the above, Konae Technologies, Inc may terminate web hosting service under this contract at any time, without penalty, if the Customer fails to comply with the terms of this contract, including non-payment. Konae Technologies, Inc reserves the right to charge a reinstatement fee.

Limited Liability

Customer expressly agrees that use of Konae Technologies, Inc's Server is at Customer's sole risk. Neither Konae Technologies, Inc, its employees, affiliates, agents, third party information providers or the like, warrant that Konae Technologies, Inc's Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Konae Technologies, Inc Server service, unless otherwise expressly stated in this contract.

Under no circumstances, including negligence, shall Konae Technologies, Inc, its offices, agents or any one else involved in creating, producing or distributing Konae Technologies, Inc's web hosting service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Konae Technologies, Inc web hosting service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Konae Technologies, Inc's records, programs or services. Customer hereby acknowledges that this paragraph shall apply to all content on Konae Technologies, Inc's web servers .

Notwithstanding the above, Customer's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate amount which Customer paid during the term of this contract and any reasonable legal fee and court costs.

Lawful Purpose

Customer may only use Konae Technologies, Inc's servers for lawful purpose. Transmission of any material in violation of Canadian and United States laws is prohibited. To this effect, child pornography, hate sites, warez are strictly prohibited as well as housing any copyrighted information (to which the customer does not hold the copyright) on Konae Technologies, Inc's Server.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold Konae Technologies, Inc harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees. ("Liabilities") asserted against Konae Technologies, Inc, its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Konae Technologies, Inc against Liabilities arising out of:

Any injury to person or property caused by any products sold or otherwise distributed in connection with Konae Technologies, Inc's Server; Any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party.

ACCEPTANCE:

Print first and last names: _____

_____ DATED _____

Understood and Accepted by Client.