

JPSoft LLC Web Design - Terms and Conditions

Revised: 29 August 2008

(Please ensure that you read and understand these conditions.)

- 1. Formation of Contract.** This is an agreement between the client and JPSoft LLC for website designing services that is the only agreement between the client and JPSoft LLC. This document constitutes the entire agreement between JPSoft LLC and the client for the conditions described herein and supersedes all prior understandings, oral or otherwise, between the two parties. Any changes to this agreement must be submitted in writing and signed by both parties otherwise changes will not be binding to either party. Both parties intend to be legally bound by the terms and conditions of this agreement as stated herein.
- 2. Terms of Contractual Agreement.** By approving the start of a project or placing an order with JPSoft LLC, the company or individual requesting the services (hereinafter referred to as the client), confirms that he/she accepts all of the terms and conditions listed in this agreement. After the client has approved the start of a project, both parties (client as well as JPSoft LLC) are bound by all terms and conditions listed within this agreement with no exceptions.
- 3. Copyright/Trademarks.** Client assures that he/se has obtained copyrights to all text, graphics, photos, designs, trademarks, artwork, and other materials provided to JPSoft LLC to be published on the website. Client assumes sole responsibility for the protection of its copyright in any writing, pictorial illustration, maps, etc. included in its website. Client affirms that he/she has the right to use any trademark, trade name or service mark in the manner and in accordance with the information submitted. Client further affirms that he/she has the right to use any name, portrait, picture or illustration shown in the information submitted. JPSoft LLC will not take legal responsibility for claims or suits resulting from using illegal materials provided by the client. Any legal issues that arise due to illegal usage of materials and copyright issues shall be the sole responsibility of the client.
- 4. Project Delivery.** Upon completion of the project, website will be delivered to the client only after all agreed fees are received. Until agreed fees are paid, all copyrights to the original work of our company remains a property of JPSoft LLC. Once full payment is paid by the client, all rights to website will be transferred to the client. This is in exception to rights to third party clipart, photos, graphics, source code, work-up files, and computer programs that are part of the website. Any rights that are property of a third party will not be transferred to the client. Once work is completed, JPSoft LLC delivers complete solution as agreed with a client. The website is provided to and accepted by the client as a fully functioning, completed work. Our company is not responsible for the future website maintenance, website promotion and website support, if it is not stated otherwise in the agreement.
- 5. Web Design Intellectual Copyright.** If the client wants to sell products or services through the website, it is the responsibility of the client to make sure that the business is compliant with any law regulations. This includes business regulations, tax regulations, commerce law, regulations of accessibility and others related to a specific business or trade. JPSoft LLC will not accept responsibility for the way clients use their website. If the client chooses to use their website for illegal or illicit purposes, it is entirely at the discretion of the client. JPSoft LLC will not be liable or become involved in any disputes between the site owner and their clients or another party. JPSoft LLC will not take legal responsibility for any wrongdoing on the part of a site owner.

- 6. Website Maintenance.** JPSoft LLC provides 1 month period of website maintenance to guarantee high quality services and make sure that website meets client needs even after the work is finalized. During that period, JPSoft LLC will make minor update to the completed website free changes. These changes will be minor and can only be made on the work that has been agreed upon between client and JPSoft LLC. JPSoft LLC will not perform any new work, or extension of the work agreed in this website design agreement. Changes made to the website contents must not exceed 20% of website contents. Total working time must not exceed 10% of total work time on the project. The 1 month maintenance period begins on the publication date of the client's website or 30 days from the signing of this agreement (whichever comes first), and extends for 30 days after that point. The provision does not include updating or replacing over 20% of the website text, major page reconstruction, new pages, guest books, discussion webs, navigation structure changes or attempted updates by client repairs.
- 7. Cancellation.** In the event of the client requesting to end this agreement, all payments for work completed must be paid and client remains liable to JPSoft LLC. If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Ending this agreement does not relieve the client from his/her obligation to pay our company work we have completed.
- 8. Failure to Provide Required Website Content.** The client agrees to make available as soon as is reasonably possible to JPSoft LLC all materials required to complete the site to the agreed standard and within 1 month. In the event of client's delay of delivery which interrupts the development of the website, JPSoft LLC reserves the right to charge a 25% surcharge of the total project cost. If it takes the client over 3 months to deliver website contents and all materials needed for the website, therefore stalling the development of the website, we will stop the development and we reserve the rights to request immediate payment of all remaining fees regardless how much of the development has been completed.
- 9. Conceptualizing.** Conceptualizing means producing website design idea. JPSoft LLC can provide one free design sample for selected clients, though we are not obligated to provide free samples. We provide samples at our own discretion, depending on the size of the project and how busy we are. For all projects over 500 USD we will provide up to 3 custom design concepts. For the projects at 500 USD and below we will provide only 1 design concept.
- 10. Price Quotations.** The price quotations are to the work agreed upon when the quotation is made. If the client wishes to change the conditions then new quotations will apply. If client wishes to change conditions after consenting to this agreement (and after work begins), JPSoft LLC may accept these changes but it must be stressed that additional fees might apply. Those fees will be negotiated with a client.
- 11. Travel Time and Expenses.** Unless stated otherwise in a contract, if any representative of our company needs to travel to client premises, JPSoft LLC reserves rights to charge travelling costs as well as the work time cost for the time spent on travelling at the normal work time rate of 50 USD per hour. No travel charges or expenses will be incurred before project starts.
- 12. Advance Payment.** All payments will be made in Japanese yen unless agreed upon in writing by both parties. Payment schedule and amount depends on web design projects size and can be divided into three general categories:
 - a)** By web design projects under 50.000 yen must be paid upfront.
 - b)** By web design projects over 50.000 yen; 50% must be paid upfront and 50% by publishing.
 - c)** By web design projects over 500.000 yen agreed in writing a down payment and payments by milestones.

- 13. Payment terms.** Payment can be made to JPSoft LLC by a bank transfer, credit card or via PayPal. The client is responsible for covering all bank transfer fees. In the case of PayPal or credit card payment client will have to pay additional 5% to cover the fee charged by PayPal. If payment is made in foreigner currency client will be liable for exchange rate payment. Before work commences, the upfront amount must be paid and is non-refundable.
- 14. Late Payment.** Payment of any balance is due within 30 days of the final invoice date. JPSoft LLC reserves the rights to halt work on a project if the payment is late. If the payment is not received before 7 days after final notice or reminder, there will be a late payment charge of 10% of the amount outstanding. The client will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation. Also all published materials will be removed from client server until the payment is received. When the payment is received all work will be restored and there will be a minimum charge of 100 USD for restoring the project.
- 15. Waiver of Contractual Right.** If either party fails to enforce any provision of this agreement, both parties are still bound and obligated to comply to the terms and conditions stated in this agreement. JPSoft LLC reserves the right to change or modify any of these terms or conditions at any time. Should JPSoft LLC waive any of these terms on an individual basis. Our decision to waive any terms on an individual basis will not affect the validity of remaining clauses or commit JPSoft LLC to waive the same clause on any other occasion.
- 16. Governing Law.** This agreement shall be governed by, interpreted and enforced in accordance with the laws of Japan applicable therein without reference to rules governing choice of laws. Any action relating to this agreement must be pursued in Tokyo, and the client irrevocably consents to the jurisdiction of such courts.
- 17. Severability.** If a court finds that any condition or parts of this agreement are not valid due to a conflict of the part of the agreement with the law, then all others parts of the contract that are not conflicting remain valid.

Notes:

Should JPSoft LLC waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit JPSoft LLC to waive the same clause on any other occasion.

JPSoft LLC reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact JPSoft LLC.

By agreeing to these terms and conditions your statutory rights are not affected.