

Provision of the Services

All services are covered under these terms and conditions. E-Socialite reserves the right to add, modify or discontinue any of its services or its features temporarily or permanently, without notice or liability to you. A copy of the latest terms and conditions will always be available at <http://goo.gl/DFD7QQ> for your review. Unless you notify E-Socialite in writing regarding the dispute of a term(s) and/or condition(s), you are deemed to have accept any changes not made within 30 days.

Obligations

E-Socialite will use reasonable efforts to complete all work by the specified date in estimates provided, subject to approval and receipt of all materials from you. However, if E-Socialite is delayed due to circumstances beyond its control, contract completion will be postponed to a new date.

Payment

Estimates are provided for client's budgeting convenience and, since estimates of a creative project are difficult to anticipate, this estimate should not be construed as a firm quotation. In the event that there are client revisions to the specified task, every effort will be made to keep the client apprised of additional costs. Revision time will be billed at an hourly rate of \$100.00 (including revision design, development, and meetings). Some costs, including website domains and website upgrades such as those to the WordPress kernel, plugins, and keeping the site compliant with evolving web standards, are a perpetual cost for the life of the website. Website upgrades are different than website updates, such as content revision, which are billed at \$100 per hour. Clients hosting websites with E-Socialite will be required to choose a hosting package (multiple packages available, starting at \$10 per month). Items purchased on behalf of client by E-Socialite are subject to a 15% surcharge. All payments will be made in US funds. Invoices for work performed will be sent out as the estimates are completed. Failure to make any payment due hereunder, in full on the date due, constitutes a breach and E-Socialite is entitled to recover all amounts owing under the contract, any other incidental or consequential damages as well as costs and attorney fees to recover same. If payments are not received within 30 days of invoice being e-mailed out, a late fee \$25 will be applied every 10 days until delinquent balance is satisfied.

Indemnification/Liability

Under no circumstances shall E-Socialite, its officers or representatives be held liable or responsible for any loss, damage, business interruption, monetary loss and/or any others claim whatsoever arising from services performed under this agreement. Client's claims, if any, are strictly limited to refund of amounts paid under the current contract. You agree to indemnify and hold E-Socialite and its employees and consultants, harmless from any loss, claims, liability, damages or costs arising directly or indirectly from matters relating to this agreement.; including (but not limited to) those incurred during your business operations or based on the infringement of any intellectual property rights or proprietary right of a third party.

Independent Contractor

E-Socialite is and will remain an independent contractor in its relationship with you. Nothing in these terms and conditions shall be deemed to have created a partnership, or joint venture partner or a contract of employment between E-Socialite and you.

Further Documentation

If any other agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.

Force Majeure

E-Socialite shall have no liability for any failure beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, severe weather, etc.

Copyrights and Trademarks

You represent to E-Socialite and unconditionally guarantee that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to E-Socialite for inclusion in E-Socialite's work for you are either owned by you, or that you have permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend E-Socialite and its sub-contractors from any claim or suit arising from the use of such elements furnished by you. Copyright to items provided by others (e.g. photos, graphics, as well as URL domain and other elements), under license or permission, remain the property of their respective owners. Copyrights to computer programs, source code, and website themes remain with their copyright holders.

Copyright to Creative Work

E-Socialite reserves the right to use content and images from the client's website for their portfolio, and to display accreditation for their work on client's website. E-Socialite and its sub-contractors may copy and display the elements of their creative work in their portfolios, submit elements into contests, and you give us a limited license to the work for that purpose only.

Cancellation Policy

E-Socialite requires 30 days cancellation notice for their web hosting packages. Pro-rated amounts will not be given, and billing will stop at the next scheduled invoicing date after the 30 days notice.

Severability

E-Socialite shall perform all services strictly in accordance with these terms and conditions and shall conform to all applicable laws of the State of Michigan. If any of these standard terms and conditions are held to be unenforceable or against public policy, by court, then that term alone shall be removed from this document and the remainder of these standard terms and conditions shall be deemed in full force and effect. Any dispute will be litigated or arbitrated in Oakland County, Michigan.

These terms, together with any applicable and signed scope of work contract/estimate sets forth the entire agreement and understanding between the parties relating to the subject matter and supersedes all prior discussions or writings between the parties.

*BY SIGNING BELOW THE PARTIES AGREE THAT THEY HAVE READ, UNDERSTOOD
AND AGREE TO ALL TERMS AND CONDITIONS.*

Client Name: _____

Company Name: _____

Position/Title: _____

Client Signature: _____

Date Signed (MM / DD / YYYY): _____