

Additional, Service Specific Terms and Conditions regarding WebDesign and Development services by EcommWeb and/or NPN

Definitions

Terms and Conditions: These Additional, Service Specific Terms and Conditions are an addition to the full Terms and Conditions which rule all transactions with EcommWeb and/or NPN. These additional Service Specific Terms and Conditions are fully applicable in addition to the General Terms and Conditions, and take precedence over the General Terms and Conditions on matters involving these Service Specific Terms and Conditions.

Article 1 APPLICABILITY

- 1.1 These Service Specific Terms and Conditions apply to any and every offer or agreement between EcommWeb and/or NPN and client regarding WebDesign and Development, unless explicitly and in writing otherwise agreed on by all parties.
- 1.2 Any Terms or Conditions of the customer will not be accepted by EcommWeb and/or NPN unless explicitly and in writing otherwise agreed on by all parties.
- 1.3 If one or more provisions of these Terms and Conditions are not valid or partly not valid by governing law, then the appropriate standard conditions of the Code apply, and the remaining provisions of the Terms and Conditions will remain in effect. The invalidated provisions will as much as possible be replaced by similar provisions which are valid.
- 1.4 In case of an amendment of these Terms and Conditions, EcommWeb and/or NPN will publish the new Terms and Conditions at least 4 weeks prior to the effective date by publication on the website. If the customer does not agree to the amended terms, then the customer has to give notice of this in writing, at the latest before the new Terms and Conditions take effect. In this situation the old, accepted Terms and Conditions will remain in effect. If this is explicitly unacceptable for EcommWeb and/or NPN, then the agreement can be terminated unilaterally by EcommWeb and/or NPN. Either with or without automatic renewal at maturity date in place, always and automatically the last published Terms and Conditions will become in effect at renewal of the contract.
- 1.5 Version number and date of this version of the Terms and Conditions are printed at the bottom of this document.

Article 2 AGREEMENT

- 2.1 After an agreement as defined in the General Terms and Conditions, Article 4 has been entered, the customer has an obligation to regularly communicate with EcommWeb and/or NPN in order to progress on the project.
- 2.2 The starting date for a project is defined as the date we receive the initial payment for the project, or in the situation where no initial payment has been made, the date at which we set up the hosting account for building this project its website.

Article 3 COMMUNICATIONS

- 3.1 As written in the General Terms and Conditions, article 3, EcommWeb and/or NPN official communications are done by email. Telephone communications can be used for sharing of information, but any official communication will come or be confirmed by email.
- 3.2 It is the customers responsibility to inform EcommWeb and/or NPN of any changes in the email address we use for communicating with the customer.
- 3.3 If communications fail, and we receive no response to our attempts at communication, then 2 months after receiving the last email communication from the customer, the project will be put on hold. For projects on hold EcommWeb and/or NPN has no obligation to continue trying to initiate communications, nor is there any obligation to continue working on the project. At this stage, EcommWeb and/or NPN just waits for the customer to re-establish communications.

Article 4 FINALIZATION OR TERMINATION OF THE AGREEMENT

- 4.1 After receiving an initial payment, normally 50% of the agreed project price, EcommWeb and/or NPN will continue working on the project until the customer is satisfied with the works performed by EcommWeb and/or NPN in regard to the agreement entered. The customer can finalize the agreement by making the final payment, upon which EcommWeb and/or NPN will hand over full ownership of all works performed for or in name of the customer, including all access codes used for the project. With the hand-over of the access-codes we also hand over all responsibility for the project.
- 4.2 Unless explicitly stated otherwise in the agreement with the customer, one year after the starting date of the project, the project will be closed and the contractual obligations of EcommWeb / NPN to perform any works on the project will end, regardless of the actual project status.
- 4.3 A project closed as described in Article 4.2 here, can be handed over as-is to the customer if full payment for the project has been received.
- 4.4 In case of a project already on hold as described in Article 3.3 here, EcommWeb and/or NPN do not have any additional obligation of again trying to contact the customer to inform the customer of the pending deletion of the project on hold.
- 4.5 If full payment has not been received then EcommWeb and/or NPN have no obligation to hand over any of the works performed so far to the customer, nor does EcommWeb and/or NPN have any obligation to hand over user-names and/or passwords before final payments have been received. Ultimately this can result in total loss of all works and investments into the project so far.
- 4.6 In the situation as described in Article 4.5 here, EcommWeb and/or NPN forfeit any claims to additional or final payments by the customer, and the customer forfeits all claims to payments already made, the project website as-is, the designs or any other rights to or works performed for or in name of the customer, including but not limited to domain names registered, website texts, logo's, pictures, photographs, movies, flash-files or other multimedia, website designs, created third party accounts or anything else we might have worked on or made for the customer. The customer cannot claim copyrights over anything we have created for or in name of the customer if the project is closed as described in this paragraph.

Activation date of these Additional Term and Conditions: 24 May 2012

Version of this agreement: 0.2