
TERMS

This Agreement is between Xpress Web Pages and the party specified in the order form. NOTE. This not a contract of commitment to keep our services rather these are terms that you must abide by when using our services:

1. **SERVICES:** XWP will provide to Customer Internet facilities consisting of some or all of: connectivity, web hosting, and/or related services described in the plan selected by Customer. Only those features listed as included in the selected plan will be honored.
if we provide a quote, we will try our best to detail the scope of the project, however this does not include any extra add-ins that can incur while actually working on a quoted project. We will advise you of the extra cost so you may approve/deny the addition.
2. **TERM:** Services begin when quote for website design has been approved.
3. **FEES AND PAYMENT:** Payment is due upon receipt of invoice. First 50% of payment will be requested once the 1st proof is approved. Remaining amount is due once final proof approved and before website is uploaded to your hosting.
4. **CONTENT AND CUSTOMER'S RESPONSIBILITY:** XWP can not be held responsible for content on customers website. As customer has approved. XWP will not violate copyright laws by simply copying a competitors site. We will refuse if you ask.
5. **LIMITED LIABILITY:** Under no circumstances, including negligence, shall XWP, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance.
6. **TERMINATION:** Website services may be cancelled at any time. Payments made to XWP are non -refundable.
7. **RENEWAL:** Customer will be notified 30 days before accounts anniversary date for renewal options. If no response is collected, website will be taken down.
8. **NOTICE:** All notices must be sent either by phone call or by e-mail.
9. **MAINTENANCE:** We offer multiple maintenance packages in addition to the hosting package for you to choose from. Some types of changes/updates that we make are: contact information change, replacing images (images must be in jpeg, gif format and not require any manipulation other than sizing), minimal content updates (must be provided via email in digital format, Word etc), adding email accounts, adding text links, unlinking pages. Some changes that are not included as part of the maintenance package would be editing graphics (lighten, darken altar color etc.), creating PDF documents, changing the layout/color of the website, adding or managing inventory, handling link exchanges, editing or creating flash files. We will provide in detail what the cost for these requests are for your approval before starting changes.