

WEBSITE DESIGN CLIENT ACCEPTANCE AGREEMENT

iFastConnect will deliver (install) the final website design project to a valid web address specified by the Client upon receipt of final payment. The Client understands that iFastConnect recommends using iFastConnect's hosting services in connection with this Website Design Project. The Client may elect to use a third party hosting service. If the Client uses a third party host, the Client agrees to select a hosting service which allows iFastConnect full access to the Client's account via FTP (File Transfer Protocol) & Control Panel, and that the host's software be compatible with iFastConnect's website design software. The Client will be solely responsible for any and all third party hosting service charges.

Client agrees to accept the design within 3 business days after the notification of delivery. Mechanical errors can be reasons for non acceptance (rejection). Examples: someone else's website was delivered by mistake, missing pages, broken links, missing content, etc. Design quality can not be a reason for rejection. Examples: don't like the design, expected something else etc. can not be reasons for rejection. If the Client does not respond to inquiry for acceptance within 3 business days the work will be considered accepted. Client certifies the acceptance by signing this agreement. Client agrees to sign and fax back this agreement within 3 business days from notification.

The Client unconditionally guarantees that all materials and the copyright therein, including but not limited to text, graphics, photos, designs, trademarks, or other artwork furnished to iFastConnect for inclusion in the Website 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 iFastConnect and its subcontractors from any liability (including attorney's fee and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client

Copyright to the website design source code shall remain the property of iFastConnect. Once final payment under this agreement and any additional charges incurred have been paid, Client is granted the right to use the Website Design Project as a website and to modify the design, graphics, text and layout of the website without further authorization from iFastConnect. Rights to photos, graphics, source code, work-up files and computer programs that are not created by iFastConnect remain the property of their respective owners. Client is the copyright owner of the content (text, pictures, software etc. provided by the Client) unless Client uses someone else's copyrights with permission. Rights to iFastConnect are specifically not transferred and remain the property of iFastConnect. iFastConnect and its subcontractors retain the right to display graphics and other Website design elements as examples of their work in their respective portfolios. Website Design Projects may contain a copyright/legal statement, an email link to the project webmaster, or a text/logo linked to iFastConnect's Website. Client is notified hereby that there are severe penalties provided by the Law for Copyright infringement. Client will be fully responsible for copyright infringement of any and all of the content provided by Client including but not limited to text, pictures, photos, software, databases etc.

Client:

Date:

Authorized Person:
(Name & Signature)

Company Stamp: