

MCBS Consulting

5253 Westpark Lane
Clifton Heights, Pa 19018
610-931-3600

Conditions for Service

Client and MCBS Consulting (MCBS) agree that the following "General Conditions" are a part of the Agreement and are an integral part thereof. By signing this Agreement, Client agrees to the following General Conditions:

1. Internet Service Provider

Client understands that any Internet Service Provider (ISP) services require a separate contract with the ISP of Client's choice. Client agrees to select an ISP which will allow MCBS full access to the Website, a cgi-bin directory via FTP and FrontPage extensions. If Client has not secured Web space on an Internet Service Provider enabled computer by the time the Web pages are completed, the Web pages may be delivered to Client on a computer diskette, Compact Disk or as an attachment to an e-mail message. It shall be Client's responsibility to arrange for installation on the ISP's server unless otherwise specified by mutual agreement between Client and MCBS.

2. Subcontracting

To insure that MCBS may provide all the services required by the Client and to allow the Project to be completed on time, MCBS may subcontract for some or all of the services that it is obligated to provide under this Agreement. Such subcontracting will not release MCBS from any of its obligations pursuant to this Agreement.

3. Remote Access

It may be necessary for MCBS to access Client's computer system remotely for various functions, program installations, coding, fixes or adjustments. Client agrees to allow, with secure password protection, permission, full access to systems and programs needed to ensure proper performance of Web site, CSS, PHP and any necessary files to run said systems properly. This may require Client to download a Secure Remote Access program from the Internet.

4. Termination

If Client provides written notice to MCBS of its intention to terminate the development of its Website, within 30 days of signing this Agreement, the client may apply for a refund of the Initial Payment. The refund request must be in writing and addressed to MCBS Consulting 5253 Westpark Lane, Clifton Heights, Pa 19018. If a refund request is properly made within the time allowed, MCBS shall bill all work completed at the hourly rate stated in the Essential Terms of Engagement of this Agreement which will be deducted from the Initial Payment. The remaining balance of the Initial Payment, if any, shall be returned to Client. Of. at the time of request for refund, work has been completed beyond the amount covered by the Initial Payment, Client shall be liable to pay for all work completed at the hourly rate stated in the Essential Terms of Engagement of this Agreement.

If Client terminates this Agreement after 30 days of signing of this Agreement, the entire amount of the Agreement shall become due and payable to MCBS and MCBS shall not be obligated to provide further services for Client.

MCBS reserves the right to terminate this Agreement without cause at any time without incurring liability to the Client, so long as MCBS provides Client with a full refund of any amount that has been paid by Client.

In the event that either party terminates this Agreement for any reason, MCBS shall not be obligated to provide Client with a copy of any work that had been performed pursuant to this Agreement.

5. Limitation of Remedies

In the event that Client is dissatisfied with the services provided by MCBS, Client's sole remedy is

to terminate this Agreement, subject to any termination fees. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL MCBS, ITS AFFILIATES, SUBCONTRACTORS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, INSURERS, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, OR LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, THAT MAY RESULT FROM THE USE OR INABILITY TO USE CLIENT'S WEB SITE OR THAT RESULT FROM MISTAKES, OMISSIONS, SERVICE INTERRUPTIONS, DELETION OF FILES, LOSS OF DATA, ERRORS, DEFECTS, MISDELIVERIES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CLIENT'S SERVER, RECORDS, PROGRAMS OR SERVICES, EVEN IF MCBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Waiver

The failure of either party to enforce or insist upon compliance with the terms and conditions of this Agreement, the waiver of any term or condition of this Agreement or the granting of an extension of the time for performance of service, shall not constitute an agreement to waive such terms with respect to any other occurrences.

7. Merger Clause

This Agreement cancels and supersedes all prior agreements and understanding between Client and MCBS regarding the creation and development of the Project. No modification of any provisions of this Agreement shall be valid or binding unless made in writing and signed by both parties. Any additional work not specified in this Agreement must be requested by a written change order and approved in writing by MCBS.

8. Copyrights and Trademarks

Client represents, warrants and unconditionally guarantees that any elements of text, graphics, photos, designs, artwork, trademarks or copyrights furnished to MCBS for inclusion on Client's Project, or that Client has permission from the rightful owner to use each of these elements. Client agrees to indemnify, hold harmless, protect and defend MCBS, its affiliates, subcontractors, officers, directors, members, employees, insurers, agents, successors or assigns against any and all liabilities, losses, damages, claims, demands, costs, judgements and expenses, including attorney's fees, from any claim or suit arising from the use of such elements furnished by Client.

9. Laws Affecting Electronic Commerce

From time to time, governments may enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees to indemnify, hold harmless, protect and defend MCBS, its affiliates, subcontractors, officers, directors, members, employees, insurers, agents, successors or assigns against any and all liabilities, penalties, taxes, tariffs, losses, damages, claims, demands, costs, judgements and expenses, including attorney's fees, arising from Client's exercise of Internet electronic commerce.

10. Copyright to Web Pages

Client and MCBS agree that design of Client's Project is a "work for hire" and that copyright to the finished assembled work produced pursuant to this Agreement is owned wholly and entirely by Client. However, MCBS retains rights to source code, work-up files and computer programs which may be used to create the Project. Client grants a perpetual, non-exclusive royalty-free license to MCBS, its affiliates, subcontractors, employees, assigns and successors to display the graphics, photos, text and respective portfolios and that these portfolios may be displayed in a variety of formats, including hardcopies, online copies and links to the Client's Web site. In addition, Client grants a perpetual, non-exclusive royalty-free license to MCBS, its affiliates, subcontractors, employees, assigns and successors to copy, transfer, modify or create derivative works for other clients based upon any or all of the Web pages, whole or in part, produced pursuant to this Agreement, including but not limited to the colic schemes, templates, horizontal and vertical lines, buttons and other design elements used in Client's Project.

11. Choice of Law and Venue

This Agreement shall be governed by and interpreted in accordance with and pursuant to the laws of the Commonwealth of Pennsylvania and applicable to agreements made and wholly to be performed therein. The parties agree that any legal action arising out of or in connection with this Agreement shall be commenced and maintained only in Media, Delaware County, Pennsylvania or in the United States District Court for the District of Pennsylvania and that such courts shall have exclusive jurisdiction of any such action. Each party unconditionally agrees that it is personally subject to the jurisdiction of any such court.

12. DISCLAIMER OF WARRANTIES

MCBS does not warrant that the functions contained in any individual Project, the Internet, Web site, Hosting service, or Internet Service Provider will meet Client's requirements or that their operation will be uninterrupted or error free. Client also acknowledges that different Internet browsers and e-mail clients may cause variations in performance, quality and appearance. The entire risk as to the performance, quality and appearance is dependent on the Client's choice of services provided by the individual provider. MCBS' services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, expressed or implied, including but not limited to WARRANTIES OF TITLE, NON-INFRINGEMENT or IMPLIED WARRANTIES OF MERCHANTABILITY or fitness for any particular purpose or use.

Client further understands that MCBS does not operate or control the Internet. Client acknowledges that servers, directories, files and data used on the Internet and the World Wide Web are not secure from unauthorized access or fraudulent entry. CLIENT ASSUMES FULL RESPONSIBILITY FOR CLIENT AND CLIENT'S USERS ACCESS OF THE INTERNET. NEITHER MCBS, ITS AFFILIATES, SUBCONTRACTORS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, INSURERS, AGENTS, SUCCESSORS OR ASSIGNS MAKE ANY WARRANTY THAT CLIENT'S WEB SITE, E-MAIL, SERVER, RECORDS, PROGRAMS OR SERVICES WILL BE SECURE FROM UNLAWFUL TAMPERING OR INTRUSION NOR DO THEY MAKE ANY WARRANTY AS TO WEB SITE TRAFFIC, INCREASED BUSINESS OR OTHER RESULTS THAT MAY BE EXPECTED OR OBTAINED FROM THE USE OF THE WEB SITE. IN ADDITION, MCBS SPECIFICALLY DENIES ANY RESPONSIBILITY FOR IMAGE QUALITY ON CLIENT'S WEB SITE. MCBS ALSO MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS REGARDING ANY MERCHANDISE, INFORMATION, PRODUCTS OR SERVICES PROVIDED THROUGH THE INTERNET.

The undersigned agree to these General Conditions to this Agreement and acknowledge, represent and warrant that they have read and understand these General Conditions and are fully authorized to bind their respective organization or business to these General Conditions.

Client: _____

MCBS: _____

Date: ____ / ____ / ____