

Terms & Conditions

Payment

All invoices are due upon receipt. All payments received 30 days after the sent invoice date are subject to a 10% late fee of such invoice. This 10% late fee will be applied to the original balance every 15 days of no full payment. If no full payment is received within 45 days all work performed of such invoice will be removed from site until full payment is reached.

Change Management

Viciedo Web Development Inc. will not be held responsible for any activity requests outside of the scope of this agreement. Additional activity requirements must follow Viciedo Web Development change management procedures or must be identified as a separate project. Viciedo Web Development will gladly provide estimates for additional projects upon request.

Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of the State of Montana.

Severance

Should any portion of this Agreement be declared invalid and unenforceable, then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder of this Agreement.

Termination

This Agreement may be terminated by Customer upon notice in writing to Viciedo Web Development Inc. which notice shall be effective upon receipt by Viciedo Web Development Inc. However, Customer acknowledges that upon such termination, Customer shall be responsible for payment to Viciedo Web Development Inc. for all work performed by Viciedo Web Development Inc. on this project at a rate of \$75.00 per hour. Upon receipt of such notice of termination, Viciedo Web Development Inc. shall send an itemized invoice to Customer within five (5) business days, and full payment of such invoice shall be due to Viciedo Web Development Inc. within fifteen (15) days of the date of such invoice.

Attorney Fees

In the event of a dispute or litigation over this Agreement, the parties agree that the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees and disbursements.

Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Customer's Representations

Customer hereby represents and warrants that all information and material provided to Viciedo Web Development for use in connection with this project is accurate, and further that Customer is legally entitled and/or authorized to provide this information to Viciedo Web Development Inc. for use in this Project. In the event of a breach of this warranty by Customer, Customer agrees to indemnify and hold Viciedo Web Development Inc. harmless for any claims, demands, or causes of action resulting from damage or injuries arising from such breach by Customer, and any costs and/or attorney fees incurred by Viciedo Web Development Inc. in connection with such claims, demands, or causes of.

Proofing of Final Project

It is agreed that it is the client's responsibility to ensure that there are no spelling or grammatical errors contained in the final product. It is agreed the Viciedo Web Development Inc. is not responsible or held liable for errors contained in the final product after the final product has been committed to print or posted in view of the public. Claims for defects, damages or shortages must be made by the client in writing within a period of 15 days after delivery of all or any part of the project. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that the client fully complies with terms, conditions and specifications.