

By initiating any project with Web Media World and Web Media Logos you agree to the following terms:

1.1 Payment:

Payment Terms: *50 % Advance Payment, 50% at the Completion of the project*

The Buyer shall pay such invoices within 2 days of their receipt from the Service Provider.

Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Buyer under this Agreement and such shall be payable by the Buyer to the Service Provider in addition to all other charges payable hereunder.

General terms

2.1 Limitation of liability

Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.

Service provider will deliver all the files to the Buyer only after receiving the final payment. Service Provider will then accept no liability arising out of the use of such files.

Service provider will accept no liability of the content, Meta tags, images etc, as these are to be provided by the buyer and service provider is only integrating it accordingly.

To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.

The service provider reserves the right to put their name at the bottom of each page.

Nothing in this Clause 2.1 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.2 Term and Termination

This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner, until the Completion Date. The advance payment will be non-refundable, once the service provider has provided three rounds of revisions/mock-ups/ logo options. If the buyer decides to cancel the project before three rounds of revision/mock-ups/logo, the advance payment will be refunded minus \$50 for administrative fees.

The project will be considered as completed, if the Buyer fails to respond within seven working of each correspondence. In such case, advance payment will be non-refundable and no files will be delivered until the final payment is received by the Service provider.

Either Party may terminate this Agreement upon notice in writing if: the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.

[For European Buyers and Service Providers only] If the Buyer is a consumer and the Distance Selling Directive (97/7/EC) (the "Directive") applies to this Agreement, the Buyer may terminate this Agreement within the relevant timescales prescribed by the regulations or laws in the relevant Member State which implement the requirements of the Directive in respect of a right for the Buyer to withdraw from a contract. In the event of termination in accordance with this Clause 2.4(c), the liability of the Buyer to the Service Provider shall be as prescribed in the Directive or in any regulations or laws implementing its requirements in the relevant Member States.

Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.3 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

2.4 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.5 Notices

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

first class post, 2 days from the date of posting; hand or by facsimile transmission, on the date of such delivery or transmission; and electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

2.6 Miscellaneous

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.

Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.

This Clause 2.6(g) and Clauses 2.1, 2.3, 2.4, 2.5 and 2.6 of this Agreement shall survive any termination or expiration.

This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.