



## Terms and Conditions

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: “Client”, “You” and “Your” refers to you, the person accessing this website and accepting the Cawiji Studios terms and conditions. “The Company”, “Ourselves”, “We” and “Us”, refers to Cawiji Studios. “Party”, “Parties”, or “Us”, refers to both the Client and Cawiji Studios. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services/products, in accordance with and subject to, prevailing Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company are on a need to know basis only and may not use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers.

## Confidentiality

Client records are regarded as confidential and therefore will not be divulged to any third party other than [hosting agent, Rackspace] if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the provision that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

## Payment

Cash or check, all major credit/debit cards, PayPal, are all acceptable methods of payment.

## Payment Term for Web Local Clients

- Initial payment of \$297 due upon signed contract.
- \$75 monthly payments will begin 30 days from the signed contract date and will be automatically deducted via PayPal.
- Additional support and additional work requested during your first year will be provided at a rate of \$125 per hour.
- 13 month contract required (includes 1st month of design & development prior to launch). After your first year, you may choose to continue paying \$75/mo for unlimited 24/7 technical support and 1 free hour of maintenance each month or drop your payments down to \$25/mo with no technical support, basic hosting and email. All

support requests with the \$25/month option is charged at a reduced hourly rate of \$65/hour.

If you wish to pay by check, please make check payable to Cawiji Studios and send to P.O. Box 225, Sebastopol, CA 95473 and fax signed contract to 888-384-9138 or send signed contract along with payment via mail.

All goods remain the property of the Company until paid in full. Payments that remain outstanding by the due date will incur late payment fee of \$20 per month until such time as the balance is paid in full. We reserve the right to seek recovery of any payment remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed \$7,500. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

Credit card payments require current billing information for processing. It is the Client's responsibility to ensure billing information is up-to-date.

Returned checks will incur a \$50 charge to cover all banking fees and administrative costs. In an instance of a second returned check, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash/credit transactions only. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding payments are recovered in full.

## Additional Services

Any work that the client wishes Cawiji Studios to create which is not specified in the Project Scope section of the proposal or Web Local contract will be considered an additional service. Such work shall require a separate work agreement and payment

separate from that specified in the final work agreement. If you're a Web Local client, additional work fees will be added to the monthly payment following your request. Client will be invoiced separately for all additional work.

## Hosting

Cawiji Studios and Redbone Creative (RCCS) are in partnership to provide web hosting services. Cawiji Studio provides web hosting packages through a reseller account on Rackspace.com. For privacy policy regarding your hosting please view [Privacy Statement](#).

Example: If an agreement for additional work is requested in January 2011, billing for the additional work will be added to your February 2011 payment.

## Cancellation Policy

### **Design/Development**

Once we receive your signed proposal/contract and payment this is a binding legal agreement and will be treated as such. No refunds will be issued if work has commenced. Notice of cancellation of services is required in writing. We reserve the right to levy a \$50 charge to cover any subsequent administrative expenses.

### **Hosting**

Minimum 30 days notice of cancellation is required in writing. Notification for instance, in person, via email, mobile phone 'text message' and/or fax, or any other means will be accepted subject to confirmation in writing. We reserve the right to levy a \$50 charge to cover any subsequent administrative expenses.

Please send all cancelation requests to:

Cawiji Studios

PO BOX 225

Sebastopol, CA 95473

## Termination of Agreement and Refunds Policy

Both the Client and the Company have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Due to the subjective nature of design, we will not offer refunds but we will provide you with revisions as detailed in your proposal/contract.

## Availability

Unless otherwise stated, the services featured on this website are only available within the United States, or in relation to postings from the United States. All advertising is intended solely for the United States market. Language translation will not be provided by the Company as part of this agreement. You are solely responsible for evaluating the ability for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

## Links to this website

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

## Links from this website

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site and read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

## Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website. Cawiji Studios creates all web templates available through our Web Local program as well as all custom websites. Designs are solely the Company's intellectual property. Any infringement of this copyright will be persecuted to the full extent of the law.

## Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our [Contact Us](#) page on our website or via Company literature or via the Company's stated telephone, facsimile or mobile telephone numbers.

This company is registered in Sonoma County, California, registered address is PO BOX 225, Sebastopol, CA, 95473.

## Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

## Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## Disclaimer of Warranty and Limitation of Liability

YOU ACKNOWLEDGE THAT YOU ARE USING THE WEBSITE AT YOUR OWN RISK. THE WEBSITE IS PROVIDED "AS IS," AND THE SERVICE PROVIDER, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE WEBSITE. SERVICE PROVIDER, ITS AFFILIATES, AND ITS THIRD PARTY SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE WEBSITE.

SERVICE PROVIDER, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE WEBSITE HEREUNDER, THE SALE OR PURCHASE OF ANY GOODS OR MERCHANDISE, YOUR ACCESS TO OR INABILITY TO ACCESS THE WEBSITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, YOUR USE OF OR RELIANCE ON THE WEBSITE OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE WEBSITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF

ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU HEREBY AGREE TO RELEASE SERVICE PROVIDER, ITS AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (“CLAIMS”), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

## Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior

to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a Contract or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

## Website Development Laws

For detailed information about the laws covering website development, get [A Legal Guide to Web & Software Development](#), by Stephen Fishman (Nolo).