

Nirvelli Designs Terms and Conditions

DESCRIPTION OF SERVICES.

It is agreed by both parties that Nirvelli Designs has full control on how these services will be performed. Nirvelli Designs warrants that no laws will be violated in performing any services. Nirvelli Designs guarantees that he / she is competent to carry out the services which he / she has undertaken. Once work has begun on the project, no refund will be given for any reason. The Client has 48 hours from the sale of the project to cancel. Cancellations must be in written form via email to Nirvelli Designs.

ENHANCEMENTS

Client may purchase enhancements to the project at the time of initial sale or anytime thereafter. Client's requests for enhancements to the original sale will be due and billed separately and at the time of request. Once work has begun on enhancements purchased by the Client, no refund will be given for any reason. The client has 48 hours from the sale of an enhancement to cancel the enhancement. If a Client cancels an enhancement the original sale is not cancelled. Cancellations must be in written form via email to Nirvelli Designs.

CONFIDENTIALITY.

Nirvelli Designs acknowledges that during the relationship with the client, Nirvelli Designs may become familiar with its confidential information including commercial and technical secrets and / or the confidential information of clients of the client. Nirvelli Designs consequently agrees that during the period of performing services and subsequent thereto, Nirvelli Designs will not disclose to others or make use of directly or indirectly, any confidential information of the client or confidential information of the client or of others who have disclosed it to the client under conditions of confidentiality, unless for a purpose authorized by the client.

OWNERSHIP OF WORK.

Any creations made by Nirvelli Designs while he / she is engaged by the client to perform services, shall be deemed the property of Nirvelli Designs and shall be surrendered to the client upon final payment for each project. Email and other electronic correspondences may be kept or destroyed at the discretion of Nirvelli Designs. In any event, on the date of termination of this agreement Nirvelli Designs will retain all rights and any copies thereof or any extracts there from until all payments have been made. Once final payment in full has been made, and notice given to the client that a "zero" balance has been achieved, Nirvelli Designs will surrender all rights to said documents to the client. Nirvelli Designs reserves the right to use any and all work in their portfolio.

OBLIGATIONS OF THE CLIENT.

The client acknowledges that timely completion of the services provided by Nirvelli Designs under this agreement, depends on the co-operation of the client to comply with reasonable requests from Nirvelli Designs and the client agrees to extend such co-operation. All content must be provided within 7 days and prior to the start of work on any project. Work will not begin until all images, text and content has been emailed to Nirvelli Designs. It is the client's responsibility to gather all text, images and other content needed for the project. This includes logo (unless Nirvelli Designs is designing the logo as well), pricing, terms, links, number of pages with names, and an example project for Nirvelli Designs to use as a template and anything else that may be needed on the project. Upon the death of Keisha Ruff whilst under the terms of this agreement, the client shall pay all monies due to the estate of Keisha Ruff.

OBLIGATIONS OF NIRVELLI DESIGNS.

Nirvelli Designs acknowledges that timely completion of the services provided for the client under this agreement, depends on the co-operation of Nirvelli Designs to comply with reasonable requests from the client and Nirvelli Designs agrees to extend such co-operation. Nirvelli Designs is obligated to make a reasonable effort to ensure the delivery of each project (as defined in the Agenda and Scope of Work Policy) in a timely manner and to the best of his/her ability. Availability of Nirvelli Designs is subject to change without notice. Nirvelli Designs reserves the right to refuse service and or availability at any time.

AVAILABILITY.

Nirvelli Designs will be available for work during normal business hours. If the client wishes Nirvelli Designs to be available after hours, notice must be given no less than 3 hours in advance. If the client wishes Nirvelli Designs to be available on weekends or holidays, the client must provide notice of specific time to begin, and specific time to cease working no later than 5PM CST on the Friday before the weekend/holiday in question. Work done by Nirvelli Designs after business hours, or on holidays will be charged an additional fee of \$10/hour paid in

advance by the client. If the client states a time to be available, and is not available via Yahoo Messenger, Google Talk, or via telephone at the specified time, a holding fee will be assessed hourly at the discretion of Nirvelli Designs (not to exceed \$20 per hour) until the client becomes available for correspondence via Yahoo Messenger. This must be paid before Nirvelli Designs will resume work on the project. If the client will be late for the specified meeting, he/she must submit notice to Nirvelli Designs no later than one hour prior to the time he/she specified to be available. If no notice is given, or notice is received later than one hour prior to the specified time, Nirvelli Designs reserves the right to assess holding fees for their time and/or consider the client to be in breach of contract. Holding fees are non-refundable. Extended periods of non-responsiveness by the client, or more than two instances of non-responsiveness by the client is grounds for Nirvelli Designs to consider the client in breach of contract. Nirvelli Designs reserves the right to amend or modify business hours at any time without notice.

COPYRIGHTS AND TRADEMARKS.

The client unconditionally guarantees that any and all elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Nirvelli Designs for inclusion in the web design project are owned by the client, or that the client has permission from the rightful owner to use each of these elements. The client agrees that all content provided is free of copyright and other restrictions. If the client provides content which is not free of copyrights and restrictions, the client agrees not to hold Nirvelli Designs responsible for any legal issues that may arise due to the use of copyrighted content. The client agrees to retain an attorney (at the client's expense), and pay any legal fees incurred by Nirvelli Designs due to working with the client on any and all webprojects

UPDATES POLICY.

Minor updates will be charged at the rate of \$10 per hour, paid in advance, with the exception of major updates/redesigns as per the project maintenance definitions policy section, or otherwise specified by Nirvelli Designs. Major updates will be charged at the rate of \$20 per hour, paid in advance. Nirvelli Designs reserves the right to determine whether the update is major or minor. Update fees are non refundable.

ADDITIONAL DESIGNS POLICY.

The client agrees that Nirvelli Designs will complete 1 design based on the template project that will be provided by the client and discussions with the client. Additional designs may be purchased at the rate of \$150 per unique design. Additional websites may be purchased at the specified price in the compensation section of the client's contract. If the layout of the design is to change prior to coding an additional design is to be purchased. If the design layout needs to be changed and the coding for the current project will work with the new design, an additional design is all that is required. If coding has begun on the current project, and the design must change, a new website must be purchased. If the new layout will not function correctly with the current coding, and the code has to be rewritten, a new project must be purchased. It is very important to make sure that you (the client) are satisfied with the design prior to coding to save from purchasing a new website. Exceptions may be made on a case by case basis at the discretion and terms of Nirvelli Designs.

REVISIONS, UPDATES AND LIVE project POLICY.

Websites: The client is allowed ONLY 2 sets of revisions to the design prior to coding. The client must make ONE list of revisions, submitted to Nirvelli Designs via email. Nirvelli Designs will make the revisions and send the client a revised copy of the design. If additional revisions are needed, the Client will submit a second and final list of revisions. Nirvelli Designs will make the changes, and again send the Client a revised copy of the design. If additional revisions are necessary, the client will be charged for the updates at the rates specified in the updates policy. Once coding of the project has begun, design changes and other major updates (as defined in the project Maintenance Definitions Section) will always require the client to purchase a redesign of the project. Minor Updates (as defined in the project Maintenance Definitions Section) will be charged at current hourly rates for any/all changes. Once work has been started on each design, no refunds will be issued. If the design is created and coded, and Nirvelli Designs must start over with the design and rewrite the coding, the client will be charged for a new project as per the compensation section and Web project Maintenance Definitions sections. Exceptions may be made by Nirvelli Designs on a case by case basis. Nirvelli Designs may deem revisions or updates beyond the scope of the project at any time. Revisions outside the original scope of the project (as defined in the Agenda and Scope of Work Policy) will be negotiated separately. If the scope of the project becomes ambiguous at any point, the client is urged to obtain clarification from Nirvelli Designs. Nirvelli Designs will make a reasonable effort to explain policies and procedures in order to clarify ambiguous details.

Logos and branding products: The client is allowed ONLY 2 sets of revisions to the design. Nirvelli Designs will

make the revisions and send the client a revised copy of the design. If additional revisions are needed, the Client will submit a second and final list of revisions. Nirvelli Designs will make the changes, and again send the Client a revised copy of the design. If additional revisions are necessary, the client will be charged for the updates at the rates specified in the updates policy. Additional designs may also be purchased.

PROJECT MAINTENANCE DEFINITIONS.

- A.) Major update/Redesign - (including but not limited to): updating or replacing more than 50% of the text from a page with new text, major page reconstruction, new page designs or design changes, swapping or inserting more than 3 images, or other major changes at the discretion of Nirvelli Designs.
- B.) Minor update - (including but not limited to): updating lines and making minor changes to a sentence or paragraph or swapping/inserting up to 3 images. (This does not include custom designed images which will be charged at update time rates).
- C.) Update time – Time to make changes to the webproject, billed at specified rates, paid by the hour, in advance. If the update does not take the full time paid for to complete, the client will have remaining time placed on “hold” for future revisions. Refunds will not be given. Custom image insertion will be charged at this rate as well. The client is free to retain outside companies for updates only after this contract has ended.
- D.) Website - Once html or other coded files are placed onto the client's server, the project is complete and is known as the website. Standalone images and/or graphics which are not part of a coded file (jpg, png, gif etc.) are not considered a website.
- E.) Additional design – a unique design or a new layout (based on current design). May be used in conjunction with current design for landing pages and such. Must adhere to the coding of the current design. Special pricing applies to additional designs with a different coding structure. This may be charged on a per page basis.
- F.) New website – a website that is created with a new layout/color scheme and/or coding.

MAINTENANCE.

After the project is placed on the client's server, Nirvelli Designs may update and/or maintain the project for an hourly fee of no less than \$20. The client reserves the right to use a company separate from Nirvelli Designs for the maintenance of the project only after the expiration of their contract. Nirvelli agrees to supply the files used to create the project, (ie: psd or html files) if available, once full payment has been received. Until full payment is received for each project individually, Nirvelli Designs retains the copyrights to any files used to create the project and is under no obligation to supply or surrender the files to the client or its affiliates.

AGENDA AND SCOPE OF WORK POLICY.

The client will gather all text, images and other content needed for the project. This includes logo (unless Nirvelli Designs is designing the logo as well), pricing, terms, links, number of pages with names, and an example project for Nirvelli Designs to use as a template, and anything else the client needs to have on the project. Nirvelli Designs will not start the design until this is received.

Nirvelli Designs will create the template including all images and graphics. Once complete Nirvelli Designs will send the client the preview. The client will be able to specify changes according to the updates policy. Approval of the design is mandatory to continue to the coding process. The client has 15 days from the date of the down payment to approve the design. The client has 30 days from the date of the down payment to approve the final product. In the case that approval is not received by the 30th day after the down payment for each project is made, the client agrees that Nirvelli Designs has made a reasonable effort to ensure the satisfaction of the client, and the project is to be considered complete, and will only be revised at the hourly rates specified. Nirvelli Designs may continue to make updates and revisions to the project after the final product is approved, at current hourly rates. Approvals must be sent to Nirvelli Designs via email.

(Important note for websites: Once the design has been approved, there will be no further changes to the design and/or layout. This includes but is not limited to the layout of the project and color scheme. However, graphics may be added or removed, if (and only if) the current design/layout allows for it. This does not include custom images or graphics. If the client (or anyone with claims to the project) find that the client does not like the design after all after coding has begun, Nirvelli Designs will be happy to create another design, but the client will be charged for an additional design (if the current coding will work in conjunction with a new design) and/or new project (if the current coding does not work in conjunction with the new design, or if the code has to be re-written).

DELIVERABLE MILESTONES.

Deliverable milestones are as follows:

Milestone 1 – all content is submitted to Nirvelli Designs by the client.

Milestone 2 – A jpg preview of the design will be delivered to the client for approval and/or revisions.

Milestone 3 – the coded website or approved project will be placed on Nirvelli Designs' server for final approval.

Milestone 4 – written approval for the completed project is obtained from the client or the 30 day grace period has ended. If at any time the 30 day grace period ends the project is considered to be complete and subsequent milestones may not be available. Payment in full is due at this time.

Milestone 5 – Payment has been made and all files will be transferred to the client's web server. Project will be deemed complete.

COMPLETION.

Nirvelli Designs and the client must work together to complete the web design project in a timely manner. We agree to work expeditiously to complete the web design project no later than 30 days after the down payment has been made. If the client does not supply Nirvelli Designs with complete text and graphic content for each web design project within 7 days of the date to each down payment is made, the entire amount of the agreement becomes due and payable. If the client still has not submitted all the required contents within 30 days after the down payment is made, Nirvelli Designs reserves the right to cancel the project and no refund will be given for any reason. Nirvelli Designs will not begin a project with partial or incomplete content.

PROJECT DELIVERY.

The project delivery shall be completed upon receipt of the final payment for each project. Delivery may be accomplished by publishing via FTP. The client understands that Nirvelli Designs will not be providing any hosting services. The client will be solely responsible for all hosting service charges. The client assumes all responsibility for the use and functionality of the project.

NOTICE OF TERMINATION:

This contract will terminate once the contract has been fulfilled. However, either party may terminate this contract in writing if at any time, either party is convicted of a criminal offense, non-payment to Nirvelli Designs by the client as agreed upon in the client's contract and failure to remedy within 15 days from the date payment is due, insolvency or bankruptcy of either party, change of ownership of the business of either party, a reasonable effort to maintain contact and/or provide content to Nirvelli Designs has not been made. If at any time this contract is breached by the client, the full amount becomes due and payable immediately.

KILL FEES.

If the contract is canceled for any reason or by either party prior to the completion of the project (as defined in Agenda and Scope of Work Policy or Authorization Section of this agreement, the client agrees to pay the total compensation, minus any payments which have been made prior to the date of cancellation. Kill fees are non-refundable, and are due immediately following the cancellation of the contract.

PUBLISHING:

By default, Nirvelli Designs will publish the project to the hosting server via FTP. The client must provide Nirvelli Designs with the username and password to access such FTP clients.

ELECTRONIC COMMERCE LAWS.

The client agrees that the client is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend Nirvelli Designs and its subcontractors from any claim, suit, penalty, tax or tariff arising from the client's exercise of Internet electronic commerce.

PROJECT COPYRIGHT.

Original project content specifically requested by the customer and designed under Nirvelli Designs will be the intellectual property of Nirvelli Designs until final payment under this agreement and any additional charges incurred have been paid. Rights to clipart, photos, graphics, source code, work-up files and computer programs that are not specifically requested and designed for the purposes of the client, are not transferred to the client, and remain the property of their respective owners. Nirvelli Designs and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

LEGAL NOTICE.

Nirvelli Designs does not warrant that the functions contained in the project will be uninterrupted or error-free. The entire risk as to the quality and performance of the web design project is with the client. In no event will Nirvelli Designs be liable to the client or any third party for any damages, including, but not limited to service

interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or project visitor's computer or Internet software, even if Nirvelli Designs has been advised of the possibility of such damages.

AMENDMENT.

Due to the nature of the projects, this agreement is subject to future amendments, modifications, clarifications and variations by either party. However, since Nirvelli Designs is an independent contractor and not a part of the client's company, or an employee of the client, all amendments, modifications, clarifications, or variations made by the client are subject to the agreement of Nirvelli Designs. If the client wishes to make an adjustment in any way to their contract, it must be: in writing, agreed to by Nirvelli Designs, and signed by both parties, for the changes to become valid. The client is free to discuss any amendments with Nirvelli Designs and both parties agree to make a reasonable effort to resolve the issue in a professional and courteous manner. In the event an agreement cannot be reached, Nirvelli Designs reserves the right to create a separate agreement for the project in question which may not be negotiable by the client. The new agreement is subject to the details contained in this agreement, and the terms and conditions of Nirvelli Designs unless otherwise specifically stated in the new agreement. The parties agree that any dispute which may arise from this agreement will be discussed between Nirvelli Designs and the client. If an agreement cannot be reached it may become necessary to refer to a lawful official in Swisher County, Tx. USA. All disputes are to be made in writing (electronically via email, or by mail). Both parties agree to make a reasonable effort to resolve any disputes that may arise in the course of business. Amendments, modifications, clarifications, and variations, are not to be deemed a breach of this contract. This agreement will adhere to Nirvelli Designs' Terms and Conditions unless otherwise stated.

WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

NON-EXCLUSIVITY.

Nirvelli Designs is an independent contractor and not an employee of the company. Nirvelli Designs will be providing project design services to the client until the expiry of the contract. The client understands that Nirvelli Designs does not provide services exclusively to the client, and retains the right to perform services for other clients throughout the term of the contract.

GOVERNING LAW.

This agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Texas and the Federal Laws of the United States of America applicable therein without reference to rules governing choice of laws. ANY action relating to this agreement MUST be brought in Swisher County, Texas and you irrevocably consent to the jurisdiction of such courts.

LIMITATION OF LIABILITY

Nirvelli Designs is not responsible for damages that occur due to providing services as per this agreement.

ARBITRATION.

Contract disputes are to be resolved by both parties. If a dispute cannot be reached by the parties, it may become necessary to take legal measures. If legal action must be taken, the client agrees to pay all costs and/or court fees for both the client and Nirvelli Designs.

CHOICE OF LAW.

Legal remedies will take place in either Swisher County or Hale County, Texas at the discretion of Nirvelli Designs.

REFUND POLICY.

Due to the nature of the projects specified in this agreement, no refunds will be given.

CANCELLATION POLICY.

Nirvelli Designs reserves the right to cancel the contract at any time. Written (email) correspondence will be sent to the client should Nirvelli Designs cancel the contract. If the client wishes to cancel the contract, the

cancellation must be made in writing subject to the agreement of Nirvelli Designs, and all balances must be paid in full immediately.

OTHER

Business hours are specified as Monday-Friday 9am-5pm CST. Nirvelli Designs is not required to work after business hours or on weekends or holidays or family gatherings such as but not limited to: family reunions, birthdays, or times of family crisis. In the case that Nirvelli Designs does provide services during these times, compensation is to adhere to the terms agreed to in the compensation section of the contract. Nirvelli Designs reserves the right to keep hours other than those specified above. Nirvelli Designs reserves the right to refuse services at any time, for any reason. Written notice and/or explanation will be given to the Client in the event that Nirvelli Designs refuses service. The contract applies to each project designed by Nirvelli Designs individually and as a whole. Nirvelli Designs is an independent contractor and therefore not required to adhere to practices or rules which Nirvelli Designs does not agree with. Nirvelli Designs reserves the right to conduct his/her business according to his/her own beliefs and practices so long as these beliefs and practices in no way violate laws or constitutional rights of either Nirvelli Designs or the client. Nirvelli Designs has provided the software needed to complete the project as defined in the Agenda and Scope of Work Policy. Any software or expenses for services performed by Nirvelli Designs that Nirvelli Designs does not already contain, will be supplied by the client, at the expense of the client. This includes but is not limited to travel expenses and/or software. Any and all fees or compensation are non-refundable. If the client is considered (by Nirvelli Designs) to be in breach of this contract at any time, the contract may be canceled and the client agrees that all payments are payable in full and due immediately. If any one clause of the contract is found to be unenforceable, all other clauses remain binding as they are.

By purchasing any services listed on the website of Nirvelli Designs, you agree to abide by all terms and conditions of Nirvelli Designs. Nirvelli Designs reserves the right to change this document at any time without notification. You will receive a detailed contract via email. You will be required to sign the contract and return to Nirvelli Designs, prior to Nirvelli Designs beginning work on your project.