



Apex Design SCP

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English:

Contract for web ▶

Contract for print design ▶

Castellano:

Contrato para diseño web ▶

Acceptance of Order

1. Once a verbal or written brief of requirements has been received from the customer, Apex Design SCP will produce a quotation detailing the design work to be carried out.
2. The customer must provide written confirmation that the quotation is acceptable before work will commence. This confirmation confirms the customers acceptance of the contract and that the customer agrees to be bound by the contract.
3. This agreement constitutes the entire agreement between Apex Design SCP and the customer.
4. Quotations from Apex Design SCP are valid for up to one month from the date thereof.
5. Apex Design SCP reserves the right to accept or reject any order offered by the customer.

Copyright and Content

1. The customer must own copyright and reproduction rights of all artwork, trade names, text, photography, illustrations, animations, brochures, information and other materials of any kind supplied to Apex Design SCP or requested for inclusion on the customers artwork.
2. The customer shall compensate Apex Design SCP against any loss or damage suffered in connection with the ownership of copyright or reproduction rights.
3. The customer shall have full liability for the consequences of the contents of their website and artworks as long as it reflects the customers instructions to us
4. The customer's logos, artwork, graphics and photographs remain the Copyright of the customer.
5. Design, graphics and programming produced by Apex Design SCP remain the intellectual property of Apex Design SCP unless otherwise agreed.
6. Copyright of any PHP, CGI, JavaScripts or any other programming/scripting will remain the property of Apex Design SCP and cannot be modified, distributed or reused without the express permission of Apex Design SCP.
7. All services, development, design and material, graphic or otherwise, supplied or generated by Apex Design SCP, shall remain the sole property and copyright of Apex Design SCP until the final invoices have been paid in full.
8. Apex Design SCP reserves the right to refuse publication on the web of any content which it sees as being indecent, obscene or offensive towards others.

Web Design Service

1. During the project development, Apex Design SCP commits to make available to the customer all relevant work in progress.
2. If requested, Apex Design SCP will produce and publish temporarily on the Apex Design SCP website design proofs for the customers approval.
3. The customer agrees to use the facilities set out by Apex Design SCP for viewing artwork.
4. Apex Design SCP will complete the design and build of the customers website after receiving written confirmation that the design proof is satisfactory.
5. On completion of the customers Website, the customer will be required to sign and return a project completion approval form.
6. Website code and graphics will not be released to the customer until payment is received in full.
7. On receipt of final payment of invoices and approval form, Apex Design SCP will upload the customers website to the agreed domain location. At this time the website's title and ownership will transfer to the customer.
8. If Apex Design SCP is to administer all updates and modifications after completion of the website, these must be confirmed in writing and will be charged at nominal design service rate.
9. After completion, any updates required to fix changes in functionality or appearance of the website due to software, hardware or any other technological advances will be charged at nominal design service rate.

Domain Name Registration and Hosting

1. Apex Design SCP cannot guarantee that any requested name can be registered until they have been given specific confirmation of registration.
2. Apex Design SCP supplies advice and help with domain name, registration & web hosting in all good faith and will not be held responsible for any claims, damages, penalties and expenses arising from any third party allegations that the registered Domain Name infringes any rights owned by such third parties.
3. The customer is bound by the terms and conditions of the provider and Apex Design SCP are only acting as the customer's agent.
4. Apex Design SCP at no time will be held responsible or liable for any financial loss or damage to the customer or associated third party business, if the third party provider of the unmetered connection offered by the Apex Design SCP has service failures, which results in customers e-mail account to be unusable or the customers site being non viewable.
5. The customer is fully responsible for any upkeep and extensions to the third party ISP service which Apex Design SCP has purchased on the customer's behalf.
6. If agreed, Apex Design SCP will offer continued support for third party ISP services on the customers behalf.

Quotations and payments.

1. Quotations are valid for up to 30 days. All prices quoted may be subject to change without notice after this period.
2. All design service prices quoted by Apex Design SCP are based on site content agreed with customer at time of order.
3. Hosting fee and domain name registration fee (unless otherwise agreed with Apex Design SCP) be paid direct by client.
4. First 30% payment for design services must be made once the first concept visuals are created.
5. Remaining payment required once work has been completed.
6. Further design modifications after completion will be invoiced separately and charged at the prevailing hourly rate.
7. Apex Design SCP will make every effort to ensure ISP Services commence within 1 week from receipt of the signed order from the customer.
8. Apex Design SCP reserves the right to revise the original quotation where alterations to content or specifications are made by the customer after original signed purchase order.
9. All prices quoted by Apex Design SCP are exclusive of IVA.
10. Payment can be either in Pounds Sterling or Euros. Exchange rate will be that set by www.exchangerate.com at time of invoice.
11. Payments shall be made within 14 days of presentation of invoice, unless otherwise agreed.

12. If due to bank charges, transfer fees, or the like, Apex Design SCP should receive less than its invoice amount, Apex Design SCP will re-invoice the customer for the shortfall.

Non payments

1. In the event that any amount remains unpaid 14 days after invoice date, Apex Design SCP reserves the right to discontinue, withhold, or suspend services to the customer to whom such unpaid amounts relate.
2. Interest will be charged on all payments received outside of payment terms at the rate of 2% above BBVA base rate. All charges incurred by Apex Design SCP due to late payment or cheques that require representing or fees required to recover debts will be passed onto the customer.
3. In default of any payment, Apex Design SCP shall be entitled immediately and without liability to the customer to enter any premises owned, occupied or controlled by the customer where the services are situated and to repossess the same, and to terminate further supplies to the customer. Notwithstanding these actions having been taken by us, we shall be entitled to recover the price and other damages under the contract.
4. The customer shall indemnify us in full all our reasonable administrative costs (current rate at 30Euro per hour) and legal costs for recovering overdue payments.
5. Apex Design SCP will not be liable to the customer for any consequential or indirect loss and/or expense (including loss of profit) suffered by the customer arising out of a breach by us of the contract. Under no circumstances shall our liability exceed the price of the supplies.
6. Apex Design SCP reserves the right to cease design services, suspend ISP services or remove the customers website from view, if at such time there is dispute or delay over an agreed payment.

Cancellation of order

1. Cancellation by the customer after first 30% payment, would result in the customers 30% deposit, registration fee and domain registration fee becoming non-refundable.
2. If in the event of cancellation, it is deemed by Apex Design SCP that more than 50% of the project has been completed, the customer agrees to pay the difference between the deposit and the completed work.

Disclaimer

1. Apex Design SCP is not liable for any information contained within the customers website. Website content remains the copyright and intellectual property of the customer. The customer is liable for any reasonable legal costs incurred by Apex Design SCP caused by the content of the customer's website and agrees to indemnify Apex Design SCP for any awards made by a court of law.
2. Domain names and hosting services are obtained and held by Apex Design SCP on the customers behalf using third parties. Our customer takes all risks in connection with the solvency and performance of such third parties. We act as our customers agent in these matters, and the customer accepts that the third party has sole liability to provide such services.
3. Search engine entry and ranking can in no way be guaranteed as this remains the sole discretion of the 3rd party search engine provider.
4. No liability will be accepted for compatibility issues with code or any errors, omissions or failings of software code produced.
5. In the instance that a time scale has been given, Apex Design SCP will not be responsible for any money lost to the customer if the deadline is not met
6. Should Apex Design SCP waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Apex Design SCP to waive the same clause on any other occasion
7. The Contract shall always prevail In the event of conflicts between the Contract and any other document.
8. The customer is responsible in being familiar with the relevant data protection and privacy laws and recognises that the Supplier has no control or influence over e-mail content processed by the ISP Service. Apex Design SCP accepts no responsibility against any claims by any party relating thereto.
9. Nothing in this Contract shall affect the liability of the Apex Design SCP for death or personal injury caused by its negligence.
10. Apex Design SCP shall be under no liability for any loss or damage, (whether direct, indirect, incidental or consequential) howsoever arising, which may be suffered by the customer in relation to Design Services and ISP Services beyond the equivalent of one months charge to the customer.
11. If any exclusion, disclaimer or other provision contained in this Contract is held to be invalid for any reason by a court of competent jurisdiction and Apex Design SCP becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence) or otherwise, will not exceed the total charges paid by the customer in the 12 months preceding such liability arising.

Search Engine Submission

1. Apex Design SCP will make every effort to ensure the customers site is submitted to the agreed Search Engines but will not be held responsible for poor ranking or non appearance.

Advertising

1. The customer agrees to allow Apex Design SCP to submit a small and discreet advertisement at the bottom of all website pages.

General

1. Any information relating to design services or ISP services shall be sent in writing to the address of the relevant party set out in the customers order details.
2. Failure or delay by Apex Design SCP in enforcing any terms of this contract shall not be construed as a waiver of any rights under it.
3. The illegality, invalidity or unenforceability of any part of this agreement will not affect the legality, validity or enforceability of the remainder.

Contract for print design

Acceptance of Order

1. Once a verbal or written brief of requirements has been received from the customer, Apex Design SCP will produce a quotation detailing the design work to be carried out.
2. The customer must provide written confirmation that the quotation is acceptable before work will commence. This confirmation confirms the customer's acceptance of the contract and that the customer agrees to be bound by the contract.
3. This agreement constitutes the entire agreement between Apex Design SCP and the customer. Quotations from Apex Design SCP are valid for up to one month from the date thereof.
4. Apex Design SCP reserves the right to accept or reject any order offered by the customer.

Copyright and Content

1. The customer must own copyright and reproduction rights of all artwork, trade names, text, photography, artwork, animations, brochures, information and other materials of any kind supplied to Apex Design SCP for inclusion on the customer's artwork.
2. The customer shall compensate Apex Design SCP against any loss or damage suffered in connection with the ownership of copyright or reproduction rights.
3. The customer shall have full liability for the consequences of the contents of their artworks as long as it reflects the customer's instructions to us.
4. The customer's logos, artwork, graphics and photographs remain the Copyright of the customer.
5. All services, development, design and material, graphic or otherwise, supplied or generated by Apex Design SCP, shall remain the sole property and copyright of Apex Design SCP.
6. All reproduction rights on the copyrighted work are retained by the Apex Design SCP unless otherwise agreed.
7. Apex Design SCP retains personal rights to use the completed project and any concept designs for the purpose of design competitions, future publications, educational purposes and the marketing of the designer's business. Where applicable the customer will be given any necessary credit for usage of the project elements.
8. Apex Design SCP reserves the right to refuse the publication of any content which it sees as being indecent, obscene or offensive towards others.

Design Service

1. During the project development, Apex Design SCP commits to make available to the customer all relevant work in progress.
2. The customer agrees to use the facilities set out by Apex Design SCP for viewing artwork digitally over the internet or by hard copy.
3. Apex Design SCP will commence the design work after receiving written confirmation that the quotation is satisfactory.
4. Final artwork will only be sent to print after receiving written confirmation that the artwork is correct.
5. Proofs and digital visuals are shown as a representation of content and visual guide are by no means an exact colour guide for the final finished product. Apex Design SCP will not be held responsible for colour variations at print stage.

Print services

1. Apex Design SCP supplies print as third party services in all good faith and will not be held responsible for any claims, damages, penalties and expenses arising from any third party allegations that arise.
2. The customer is bound by the terms and conditions of the print services provider and Apex Design SCP are only acting as the customer's agent.
3. If the client is unhappy with the work carried out by Apex Design SCP, the client must return all items within 7 days of delivery or it is seen that the job is accepted in full and full payment is required.

Quotations and payments.

1. Quotations are valid for up to 30 days. All prices quoted may be subject to change without notice after this period.
2. All design service prices quoted by Apex Design SCP are based on artwork and print requirements agreed with customer at time of order.
3. First 50% payment for design services must be made once the first concept visuals are created.
4. Payments to cover print costs, must be paid prior to printing, unless this amount is equivalent to or less than the initial 50% payment.
5. The customer is responsible to cover additional costs such as delivery, insurance or other.
6. Remaining payment is required once final print has been delivered.
7. Apex Design SCP reserves the right to revise the original quotation where alterations to content or specifications are made by the customer after original signed purchase order.
8. All prices quoted by Apex Design SCP are exclusive of IVA.
9. Payment can be either in Pounds Sterling or Euros. Exchange rate will be that set by exchangerate.com at time of invoice.
10. Payments shall be made within 14 days of presentation of invoice, unless otherwise agreed.
11. If due to bank charges, transfer fees, or the like, Apex Design SCP should receive less than its invoice amount, Apex Design SCP will re-invoice the customer for the shortfall.

Non payments

1. In the event that any amount remains unpaid 14 days after invoice date, Apex Design SCP reserves the right to discontinue, withhold, or suspend services to the customer to whom such unpaid amounts relate.
2. Interest will be charged on all payments received outside of payment terms at the rate of 2% above BBVA base rate. All charges incurred by Apex Design SCP due to late payment or cheques that require representing or fees required to recover debts will be passed onto the customer.
3. The customer shall indemnify us in full all our reasonable administrative costs (current rate at 30 Euro per hour) and legal costs for recovering overdue payments.
4. Apex Design SCP will not be liable to the customer for any consequential or indirect loss and/or expense (including loss of profit) suffered by the customer arising out of a breach by us of the contract. Under no circumstances shall our liability exceed the price of the supplies.
5. Apex Design SCP reserves the right to cease design and print services if at such time there is dispute or delay over an agreed payment.

Cancellation of order

1. Cancellation by the customer after first 50% payment, would result in the customer's 50% deposit, registration fee and domain registration fee becoming non-refundable.
2. If in the event of cancellation, it is deemed by Apex Design SCP that more than 50% of the project has been completed, the customer agrees to pay the difference between the deposit and the completed work.

Disclaimer

1. Apex Design SCP is not liable for any information contained within the customer's artwork. Content remains the copyright and intellectual property of the customer. The customer is liable for any reasonable legal costs incurred by Apex Design SCP caused by the content of the customer's artwork and agrees to indemnify Apex Design SCP for any awards made by a court of law.
2. In the instance that a time scale has been given, Apex Design SCP will not be responsible for any money lost to the customer if the deadline is not met.
3. Should Apex Design SCP waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Apex Design SCP to waive the same clause on any other occasion.
4. The Contract shall always prevail. In the event of conflicts between the Contract and any other document.
5. The customer is responsible in being familiar with the relevant data protection and privacy laws. Apex Design SCP accepts no responsibility against any claims by any party relating thereto.
6. Nothing in this Contract shall affect the liability of the Apex Design SCP for death or personal injury caused by its negligence.
7. Apex Design SCP shall be under no liability for any loss or damage, (whether direct, indirect, incidental or consequential) howsoever arising, which may be suffered by the customer in relation to Design Services or print services beyond the equivalent of one month's charge to the customer.
8. If any exclusion, disclaimer or other provision contained in this Contract is held to be invalid for any reason by a court of competent jurisdiction and Apex Design SCP becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence) or otherwise, will not exceed the total charges paid by the customer in the 12 months preceding such liability arising.
9. Any delay in the completion of the project due to actions or negligence of the customer, transportation delays, unforeseen illness, or external forces beyond the control of Apex Design SCP, shall entitle Apex S.C.P to extend the completion/delivery date, upon notifying the customer, by the time equivalent to the period of such delay.

General

1. Failure or delay by Apex Design SCP in enforcing any terms of this contract shall not be construed as a waiver of any rights under it.
2. The illegality, invalidity or unenforceability of any part of this agreement will not affect the legality, validity or enforceability of the remainder.

Aceptación de pedido

- Una vez recibido del cliente un expediente de requerimientos verbal o escrito, Apex Design SCP producirá un presupuesto detallando el trabajo que se ha de realizar.
- El cliente debe conyrmar por escrito que el presupuesto es admisible antes de que empiece el trabajo. Esta conyrmación veriyca la aceptación del contrato por parte del cliente y que el cliente está dispuesto a adherirse al contrato.
- Este acuerdo constituye el trato entero entre Apex Design SCP y el cliente.
- Presupuestos recibidos de Apex Design SCP serán validos hasta un mes después de su procedencia.
- Apex Design SCP reserva el derecho de aceptar o rechazar cualquier pedido hecho por parte del cliente.

Derechos de Autor y contenido

- El Cliente debe ser propietario de derechos de autor y derechos de reproducci3n de todo arte, nombres comerciales, texto, fotograf3as, ilustraciones, animaciones, folletos, informaci3n y otros materiales de cualquier clase facilitados a Apex Design SCP o que hayan sido pedidos para inclusi3n en el trabajo del Cliente.
- El Cliente se hará responsable de indemnizar Apex Design SCP contra cualquier perdida o da3o en conexi3n con propiedad de derechos de autor o derechos de reproducci3n.
- El Cliente sera responsable de todas consecuencias de su pagina web y gr3ficos mientras que re3jan las instrucciones del Cliente.
- Los logotipos, arte, gr3ficos, y fotograf3as permanecer3n bajo el derecho de autor del Cliente.
- Dise3o, gr3fica y programaci3n producida por Apex Design SCP permanecer3n la propiedad intelectual de Apex Design SCP sin previo acuerdo.
- Derecho de autor de cualquier PHP, CGI, JavaScripts o demás programas/scripting permanecerá la propiedad de Apex Design SCP y no se puede modiyfar, distribuir o re-usar sin el acuerdo de Apex Design SCP.
- Todos servicios, progreso, dise3o y material, gr3fico o de otra clase, dado o generado por Apex Design SCP permanecerá la propiedad intelectual de Apex Design SCP hasta que la ultima factura haya sido liquidada.
- Apex Design SCP reserva el derecho de rechazar publicaci3n en la web de cualquier contenido que pueda considerar indecente, obsceno o ofensivo hacia otros.

Servicio Dise3o Web

- Durante el desarrollo del proyecto Apex Design SCP se obliga a tener siempre todo trabajo en progreso disponible para el cliente.
- Si se desea, Apex Design SCP producirá y publicara temporalmente ejemplares de dise3os de paginas web para la aprobaci3n del cliente.
- El Cliente esta de acuerdo de usar las facilidades previstas por Apex Design SCP para inspeccionar el arte.
- Apex Design SCP completara el dise3o y la construcci3n de la pagina web del Cliente despu3s de recibir por escrito, conyrmaci3n de que los ejemplares de dise3o son satisfactorios.
- Al completar la pagina web del cliente, el cliente tendr3 que yrmar y devolver un formulario de aprobaci3n de terminaci3n del proyecto.
- C3digos para la pagina web y trabajo gr3fico no se publicara hasta que la factura sea liquidada a termino.
- Al recibir liquidaci3n total de la factura y el formulario de aprobaci3n de terminaci3n del proyecto, Apex Design SCP cargara la pagina web del cliente al dominio acordado. Sera en este momento que titularidad y posesi3n se transferir3n al cliente.
- Si Apex Design SCP se har3 cargo de todas las actualizaciones y modiyficciones despu3s de completarse la pagina web, esto se debe conyrmar por escrito y se facturara a la tarifa nominal de dise3o.
- Despu3s de completarse, cualquiera actualizaci3n necesaria para arreglar cambios de funcionalidad o apariencia de la pagina web debido a software, material inform3tico o demás avances tecnol3gicos se facturaran a la tarifa nominal de dise3o.

Registro de Nombre de Dominio y Hosting

- Apex Design SCP no puede garantizar que cualquier nombre solicitado se pueda registrar hasta que se haya proporcionado conyrmaci3n especiyca de registro.
- Apex Design SCP ofrece ayuda y consejos con el nombre de dominio, registro y el hosting con buena fe y no se har3 responsable por cualquiera reclamaci3n, da3os, multas y gastos que resulten de acusaciones por una tercera parte que el nombre de dominio registrado vulnera cualquier derecho poseido por dicha parte.
- El cliente se compromete a las condiciones del proveedor y Apex Design SCP solo actúa como agente del cliente.
- Apex Design SCP no sera responsable en ningún momento ni se hará cargo de cualquier perdida yncianciera o da3o, al cliente o tercera parte asociada, si el proveedor de la tercera parte no conectada con Apex Design SCP sufre fracaso de servicio, que resulta en que la cuenta de E-mail del cliente no sea utilizable o la pagina del cliente no sea visible.
- El cliente es responsable de cualquier actualizaci3n y extensiones al servicio ISP de la tercera parte que Apex Design SCP a adquirido por parte del cliente.
- Si acordado, Apex Design SCP ofrecerá apoyo continuo para el servicio ISP de la tercera parte, en nombre del cliente.

Presupuestos y Abonos.

- Presupuesto son validos durante 30 d3as. Todo precios son sujetos a cambios sin notiyficciones despu3s de los 30 días.
- Todos precios de dise3o calculados por Apex Design SCP se basan en el contenido de la pagina acordado con el cliente, en el momento de hacer el pedido.
- Cuota de hosting y pago de registro de dominio (sino antes acordado con Apex Design SCP) serán pagados directamente por el Cliente.
- El primer 30% de la factura por servicios de dise3o se hará de pagar una vez creadas las primeras ideas visuales.
- Pagos pendientes se harán una vez terminado el trabajo.
- Más modiyficciones despu3s de completarse el dise3o se facturaran independientemente y se cobraran a la tarifa actual por hora.
- Apex Design SCP se esforzara para asegurarse se que servicios ISP comiencen dentro de 1 semana desde recibir el encargo yrmado por el Cliente.

- Apex Design SCP reserva el derecho de revisar el presupuesto original donde alteraciones de contenido o especiyficciones se hacen por parte del cliente despu3s del encargo yrmado.
- Todo los precios calculados por Apex Design SCP son sin IVA.
- El pago se puede realizar en Libras Esterlinas o Euros. El tipo de cambio sera el propuesto por www.exchangerate.com en el momento de hacerse la factura.
- Liquidaci3n de facturas sera dentro de 14 d3as sino previamente acordado.
- Si debido a gastos bancarios, cuotas de transferencias o similar, Apex Design SCP recibe menos de la cantidad facturada, Apex Design SCP mandara una Segunda factura por la cantidad restante.

No Pago

- En caso de que una cantidad no se pague dentro de los 14 d3as de facturaci3n, Apex Design SCP reserva el derecho de no continuar, renegar o suspender servicios a el cliente a quien dichas cantidades relatan.
- Se cobraran intereses en todos pagos recibidos fuera del periodo de facturaci3n a un 2% sobre base del BBVA. Todos cargos sufridos por Apex Design SCP debido a pago tarde o cheques que necesitan representaci3n o pagos para cubrir deudas se pasaran al Cliente.
- En caso de no pago, Apex Design SCP tendr3 el derecho de inmediatamente y sin responsabilidad al Cliente entrar en lugares poseidos, ocupados o controlados por el cliente donde los servicios sean sitios y de tomar posesi3n de dichos servicios, y de cesar mas servicios al Cliente. No obstante esta conducta por parte nuestra, seremos permitidos a recuperar el precio y otros da3os bajo el contrato. No obstante esta conducta por parte nuestra, seremos permitidos a recuperar el precio y otros da3os bajo el contrato.
- El Cliente nos indemnizara en total todos nuestros gastos administrativos (tarifa corriente 30 euros por hora) y gastos legales por recuperar pagos vencidos y no pagados.
- Apex Design SCP no sera responsable al cliente por cualquier perdida consiguiente o indirecta y/o gastos (incluyendo perdida de ganancia) sufrido por el cliente debido a incumplimiento por parte nuestra del contrato. Bajo ninguna circunstancia nuestra culpabilidad sera mayor que el precio del servicio.
- Apex Design SCP reserva el derecho de cesar servicios de dise3o, suspender servicios ISP o de retirar la pagina web de un cliente de la vista, si en alg3n momento hubiera discusi3n o atraso de un pago acordado.

Cancelaci3n de Encargo

- Cancelaci3n por parte del Cliente tras el primer pago del 30%, resultara en que la entrada del cliente del 30%, tarifa de registro y registro de dominio fueran no reintegrable.
- Si en el caso de cancelaci3n, se considera por parte de Apex Design SCP que mas del 30% del trabajo se ha cumplido, el Cliente esta de acuerdo en que pagara la diferencia entre la entrada y el trabajo completo.

Renuncia

- Apex Design SCP no sera responsable por cualquier informaci3n en la pagina web del cliente. Contenido de la pagina web permanece propiedad intelectual y con derechos de autor del cliente. El Cliente sera responsable por gastos legales sufridos por Apex Design SCP causados por el contenido de la pagina web del cliente y esta de acuerdo de indemnizar Apex Design SCP por sentencias hechas por las cortes.
- Nombres dominio y servicios hosting se obtienen y aguantan por Apex Design SCP por parte del cliente usando terceras partes. Nuestro cliente adopta todos riesgos en conexi3n con la solvencia y realizaci3n de dichas partes. Nosotros actuamos como agente para nuestro cliente, y el cliente acepta que terceras partes tienen responsabilidad única de prestar estos servicios.
- Entrada en paginas de búsqueda y categoría no se puede garantizar como esto permanece a la discreci3n ynica de la tercera parte proveedor de pagina de búsqueda.
- No haber3 responsabilidad por temas de compatibilidad con c3digos o errores, partes olvidadas o fallos de c3digos de software producidos.
- En el caso de que se ha acordado un limite de tiempo, Apex Design SCP no sera responsable de dinero perdido por el cliente si el limite es pasado.
- Si Apex Design SCP queda de acuerdo de cambiar estas condiciones en casos individuales, esto no afectara la validez de las demás condiciones ni obligara Apex Design SCP de cambiar la misma condi3n en el futuro.
- El contrato siempre prevalecer3 en el caso de que haya con3icto entre el contrato y otro documento.
- El Cliente es responsable de estar al corriente con protecci3n de datos y leyes de intimidad y reconoce que el proveedor no tiene ning3n control sobre el contenido de e-mail procesado por el servicio ISP Apex Design SCP no acepta responsabilidad contra ninguna reclamaci3n por ninguna parte relacionada.
- Nada en este contrato afectara la responsabilidad de Apex Design SCP por la muerte o da3o personal causado por su negligencia.
- Apex Design SCP no sera responsable por ninguna perdida ni da3o (directo, indirecto, incidental o consequential) de ninguna manera, que pueda sufrir el Cliente en conexi3n con (Servicios de Dise3o, o3 y (Servicios ISP) sobre el equivalente a un mes de cobro al Cliente3.
- Si alguna falta, renuncia o otra provisi3n contenida en este contrato sea considerada invalida por cualquier raz3n, por una corte y Apex Design SCP se hace responsable de perdida o da3o que se pueda limitar bajo la ley.

Sumisi3n de Paginas Búsqueda

- Apex Design SCP se esforzara para asegurarse de que la pagina del cliente sea sometido a las paginas búsqueda acordadas pero no sera responsable por mala categor3a ni falta de aparici3n.

Publicidad

- El Cliente esta de acuerdo de que Apex Design SCP ponga un pequeño y discreto anuncio al pie de todas las paginas web.

General

- Informaci3n en conexi3n a servicios dise3o o servicios ISP ser3n mandados por escrito a la direcci3n puesta en los detalles de encargo del cliente.
- Fallo por Apex Design SCP de cumplir con las condiciones de este contrato no se interpretara como renuncia de ninguno de los derechos bajo ello.
- La ilegalidad, invalidez o no enforcement de cualquier parte de este contrato no afectara la legalidad, validez o enforcement de lo restante.