



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 customer's 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 customer's website after receiving written confirmation that the design proof is satisfactory.
5. On completion of the customer's 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 customer's 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 customer's e-mail account to be unusable or the customer's 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](http://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 customer's 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 customer's 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 customer's 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 customer's 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<sup>2</sup> 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 customer's 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 customer's 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 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. 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 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 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. 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 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 months 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 confirmar por escrito que el presupuesto es admisible antes de que empiece el trabajo. Esta confirmación verifica 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 válidos 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 reproducción de todo arte, nombres comerciales, texto, fotografías, ilustraciones, animaciones, folletos, información y otros materiales de cualquier clase facilitados a Apex Design SCP o que hayan sido pedidos para inclusión en el trabajo del Cliente.
- El Cliente se hará responsable de indemnizar Apex Design SCP contra cualquier pérdida o daño en conexión con propiedad de derechos de autor o derechos de reproducción.
- El Cliente será responsable de todas las consecuencias de su página web y gráficos mientras que reflejan las instrucciones del Cliente.
- Los logotipos, arte, gráficos, y fotografías permanecerán bajo el derecho de autor del Cliente.
- Diseño, gráfica y programación producida por Apex Design SCP permanecerá 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 modificar, distribuir o re-usar sin el acuerdo de Apex Design SCP.
- Todos servicios, progreso, diseño y material, gráfico o de otra clase, dado o generado por Apex Design SCP permanecerá la propiedad intelectual de Apex Design SCP hasta que la última factura haya sido liquidada.
- Apex Design SCP reserva el derecho de rechazar publicación en la web de cualquier contenido que pueda considerarse indecente, obsceno o ofensivo hacia otros.

### Servicio Diseño 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 publicará temporalmente ejemplares de diseños de páginas web para la aprobación del cliente.
- El Cliente está de acuerdo de usar las facilidades previstas por Apex Design SCP para inspeccionar el arte.
- Apex Design SCP completará el diseño y la construcción de la página web del Cliente después de recibir por escrito, confirmación de que los ejemplares de diseño son satisfactorios.
- Al completar la página web del cliente, el cliente tendrá que firmar y devolver un formulario de aprobación de terminación del proyecto.
- Códigos para la página web y trabajo gráfico no se publicará hasta que la factura sea liquidada a término.
- Al recibir liquidación total de la factura y el formulario de aprobación de terminación del proyecto, Apex Design SCP cargará la página web del cliente al dominio acordado. Será en este momento que titularidad y posesión se transferirán al cliente.
- Si Apex Design SCP se hará cargo de todas las actualizaciones y modificaciones después de completarse la página web, esto se debe confirmar por escrito y se facturará a la tarifa nominal de diseño.
- Después de completarse, cualquiera actualización necesaria para arreglar cambios de funcionalidad o apariencia de la página web debido a software, material informático o demás avances tecnológicos se facturarán a la tarifa nominal de diseño.

### 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 confirmación específica de registro.
- Apex Design SCP ofrece ayuda y consejos con el nombre de dominio, registro y el hosting con buena fe y no se hará responsable por cualquiera reclamación, daños, multas y gastos que resulten de acusaciones por una tercera parte que el nombre de dominio registrado vulnera cualquier derecho poseído 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 será responsable en ningún momento ni se hará cargo de cualquier pérdida financiera o daño 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 página del cliente no sea visible.
- El cliente es responsable de cualquier actualización 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 válidos durante 30 días. Todo precios son sujetos a cambios sin notificación después de los 30 días.
- Todos precios de diseño calculados por Apex Design SCP se basan en el contenido de la página 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 diseño se hará de pagar una vez creadas las primeras ideas visuales.
- Pagos pendientes se harán una vez terminado el trabajo.
- Más modificaciones después de completarse el diseño se facturarán independientemente y se cobrarán a la tarifa actual por hora.
- Apex Design SCP se esforzará para asegurarse se que servicios ISP comiencen dentro de 1 semana desde recibir el encargo firmado por el Cliente.

- Apex Design SCP reserva el derecho de revisar el presupuesto original donde alteraciones de contenido o especificación se hacen por parte del cliente después del encargo firmado.
- 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 será el propuesto por [www.exchangerate.com](http://www.exchangerate.com) en el momento de hacerse la factura.
- Liquidación de facturas será dentro de 14 días 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 mandará una Segunda factura por la cantidad restante.

### No Pago

- En caso de que una cantidad no se pague dentro de los 14 días de facturación, Apex Design SCP reserva el derecho de no continuar, renegar o suspender servicios a el cliente a quien dichas cantidades relatan.
- Se cobrarán intereses en todos pagos recibidos fuera del periodo de facturación a un 2% sobre base del BBVA. Todos cargos sufridos por Apex Design SCP debido a pago tarde o cheques que necesitan representación o pagos para cubrir deudas se pasarán al Cliente.
- En caso de no pago, Apex Design SCP tendrá el derecho de inmediatamente y sin responsabilidad al Cliente entrar en lugares poseídos, ocupados o controlados por el cliente donde los servicios sean sitios y de tomar posesión de dichos servicios, y de cesar más servicios al Cliente. No obstante esta conducta por parte nuestra, seremos permitidos a recuperar el precio y otros daños bajo el contrato. No obstante esta conducta por parte nuestra, seremos permitidos a recuperar el precio y otros daños bajo el contrato.
- El Cliente nos indemnizará 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 será responsable al cliente por cualquier pérdida consiguiente o indirecta y/o gastos (incluyendo pérdida de ganancia) sufrido por el cliente debido a incumplimiento por parte nuestra del contrato. Bajo ninguna circunstancia nuestra culpabilidad será mayor que el precio del servicio.
- Apex Design SCP reserva el derecho de cesar servicios de diseño, suspender servicios ISP o de retirar la página web de un cliente de la vista, si en algún momento hubiera discusión o atraso de un pago acordado.

### Cancelación de Encargo

- Cancelación por parte del Cliente tras el primer pago del 30%, resultará en que la entrada del cliente del 30%, tarifa de registro y registro de dominio fueran no reintegrable.
- Si en el caso de cancelación, se considera por parte de Apex Design SCP que más del 30% del trabajo se ha cumplido, el Cliente está de acuerdo en que pague la diferencia entre la entrada y el trabajo completo.

### Renuncia

- Apex Design SCP no será responsable por cualquier información en la página web del cliente. Contenido de la página web permanece propiedad intelectual y con derechos de autor del cliente. El Cliente será responsable por gastos legales sufridos por Apex Design SCP causados por el contenido de la página 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 conexión con la solvencia y realización 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 páginas de búsqueda y categoría no se puede garantizar como esto permanece a la discreción única de la tercera parte proveedor de página de búsqueda.
- No habrá responsabilidad por temas de compatibilidad con códigos o errores, partes olvidadas o fallos de códigos de software producidos.
- En el caso de que se ha acordado un límite de tiempo, Apex Design SCP no será responsable de dinero perdido por el cliente si el límite es pasado.
- Si Apex Design SCP queda de acuerdo de cambiar estas condiciones en casos individuales, esto no afectará la validez de las demás condiciones ni obligará Apex Design SCP de cambiar la misma condición en el futuro.
- El contrato siempre prevalecerá en el caso de que haya conflicto entre el contrato y otro documento.
- El Cliente es responsable de estar al corriente con protección de datos y leyes de intimidad y reconoce que el proveedor no tiene ningún control sobre el contenido de e-mail procesado por el servicio ISP Apex Design SCP no acepta responsabilidad contra ninguna reclamación por ninguna parte relacionada.
- Nada en este contrato afectará la responsabilidad de Apex Design SCP por la muerte o daño personal causado por su negligencia.
- Apex Design SCP no será responsable por ninguna pérdida ni daño (directo, indirecto, incidental o consecuencial) de ninguna manera, que pueda sufrir el Cliente en conexión con "Servicios de Diseño" y "Servicios ISP" sobre el equivalente a un mes de cobro al "Cliente".
- Si alguna falta, renuncia o otra provisión contenida en este contrato sea considerada inválida por cualquier razón, por una corte y Apex Design SCP se hace responsable de pérdida o daño que se pueda limitar bajo la ley.

### Sumisión de Páginas Búsqueda

- Apex Design SCP se esforzará para asegurarse de que la página del cliente sea sometido a las páginas búsqueda acordadas pero no será responsable por mala categoría ni falta de aparición.

### Publicidad

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

### General

- Información en conexión a servicios diseño o servicios ISP serán mandados por escrito a la dirección puesta en los detalles de encargo del cliente.
- Fallo por Apex Design SCP de cumplir con las condiciones de este contrato no se interpretará como renuncia de ninguno de los derechos bajo ello.
- La ilegalidad, invalidez o no enforzamiento de cualquier parte de este contrato no afectará la legalidad, validez o enforzamiento de lo restante.