

Please read  
**Our Customers Understand and agree that:**

**As it is difficult to fix a price for the growth intended and actually used, the price we quote is based on the work you describe to us as needed. Any additional work, such as, Graphic design, picture editing, page additions or additional updates etc., are addressed in the contract below. We are also available upon completion for technical support and advice such as, domain forwarding, email configuration and any problems that may arise with regard to your new website.**

**1. Payments**

A 50 % deposit is required prior to posting the web site live. The balance will be billed and due when the agreed work is provided and final publishing of the web site is complete. After that date any other modification to the web site is billed as noted below. Unpaid past due balances will incur a late payment fee of 1.8% per month and may cause the web site to be suspended until such balances are paid in full.

*No credit will be given for hosting time while the web site is suspended due to past due bills.*

**2. Indemnity**

Customer agrees to indemnify and hold Demetrios Sales Co, and its officers, agents, and employees, harmless from any claims or demands, including any reasonable attorneys' fees, made by any third party due to or arising out of the Content on your web site. Demetrios Sales Co is not responsible or liable for problems with the web site, server, Internet or any component of this service that is beyond our control. All efforts will be made to correct any problems in a timely professional manner as soon as practical.

**3. Hosting Fees**

Hosting fees for the first year have been included FREE in the above price. Upon your completion of the first year, You will be billed for hosting fees annually. Currently fees are 149.90 per year subject to change. You are not obligated to continue hosting service with us after the first year. There will be NO refunds for unused hosting should you elect to terminate this agreement prior to the end of the one-year hosting service included.

**4. Publishing / Updates**

Demetrios Sales Co is the owner and operator of the server that hosts this web site. No modifications, updates or any publishing whatsoever to the server is permitted. Demetrios Sales Co has sole authority to publish content to the web site / server. WE Charge for this service.

**5. Content**

NO Pornographic or lewd material of any kind is permitted on your web site. All activities must be legal in the United States of America. Any Misrepresentations may cause suspension of the web site.

**6. Copyright**

Customer is responsible to obtain copyright permission for any material provided. Demetrios Sales Co is not responsible for any material provided by you that may be copyright protected. This web site is considered a work for hire. Therefore, you will be responsible for and own the rights to use any and all parts of this Web site when the balance is paid in full. Demetrios Sales Co maintains the original copyright on materials we provided for use on your web site.

**7. Updates / Charges**

1) Additional Pages to your website include all design, any Java scripting, HTML / dhtml code, picture editing or specialized programs. Time is not considered with page additions. \$75.00.

2) Any Flash animated work to your website. . \$300 - \$1,000.00+

3) Hourly Rate includes any Java scripting, HTML / dhtml code, picture editing or specialized programs. \$80.00 Prime Time / \$50.00 Scheduled in advance.

**Your payment constitutes your agreement to the above contract.** These provisions constitute our full agreement and are binding; No changes or modifications are acceptable unless agreed to by both parties in writing. The failure of DSC to enforce any of the provisions of this agreement shall not be considered a waiver of that provision or the right of DSC to thereafter enforce such provisions. If any provision herein, shall be adjudged invalid or unenforceable by a court of competent jurisdiction. It shall not affect the validity of any other provision in this agreement. DSC is bound to comply with all Federal, State and Local Laws or directives of such offices, which may impose any duty upon it.