

# Terms of Service

Between KatTrax Technologies, otherwise stated here as the Service, and you, otherwise stated here as the Client.



1. Initial agreement by phone, e-mail or in person will result in the creation of an electronic and hard copy of these terms of service to be signed by both the Service and the Client. This will serve as the contract, legal and binding. If you choose not to mail the contract, you can express in writing via e-mail that you accept the terms and conditions of the contract.
2. Upon receipt of the signed contract and a \$40 non-refundable deposit, (cash, check made payable to KatTrax Technologies, in US dollars, or PayPal) from the Client for services to be rendered by the Service, work will commence. Both parties will retain a copy of the contract.
3. The Service will register one available domain name of the Client's choosing. The domain name must be communicated in writing (hardcopy or email) by the Client.
4. The Client may at any time request a progress report and view the work for inspection as the Service may also ask the Client for periodic inspection of the work in progress for approval,
5. Upon completion of the project, the Client will review the final product for approval and submit any changes. After final approval, the remaining fee for services rendered will be due. Upon receipt of the balance due, the product will be uploaded to Service's server. This will be considered the official launch date of the site.
6. Receipt of the balance due acknowledges acceptance of the final product. Once the final product is uploaded onto the Client's server, no refunds will be issued.
7. Minor updates (link additions, minor text additions, minor format changes) will be accommodated at no additional charge for up to three (3) months after launch date. Standard maintenance after three (3) months will be billed at \$25.00 per hour. Major changes (page redo's, page additions) will be charged by price-per-page.
8. The Service will use images (photos) provided by the Client and/or custom graphics. Images provided by the Client must be free of copyright, unless copyright is held by the Client and permission is given to the Service to use them.
9. No additional charges outside the initial package agreement covered in the terms of service will apply unless circumstances cause a need and will NOT be added without consent from the Client.
10. The Service will do it's best to provide the Client with a 100% satisfactory product. If at any time the Client becomes dissatisfied with the product, **prior to final upload**, the Client will request, in writing, that the Service discontinue work on the product. This will indicate the termination of the contract. Upon termination the Client will assume ownership of the domain name, but have no rights to ownership of any products provided by the Service that have been previewed.
11. The Service will place a link from the Client's site to KatTrax Technologies's website and list the Client in the samples of KatTrax Technologies.
12. Although KatTrax Technologies respects freedom of speech and expression, Clients requesting the Service to create sites that are pornographic, hateful, racist, lewd, harmful, for the promotion of illegal activities or otherwise offensive will be not be accepted.