



INTERVOLT DEVELOPMENT POLICY

INTERVOLT DEVELOPMENT TERMS OF SERVICE & PRIVACY POLICY

1. Please take the time to review all of the terms and conditions set forth in this contract. Make sure the individual fully understand and agree to the context before proceeding to contact us in any way. By contacting InterVolt Development, the individual agrees to the following: Individual acknowledges that all Works (as defined below) are and shall remain the sole property of InterVolt Development or its designee(s). "Works" shall mean all work product, works of authorship, improvements, modifications and derivative works, whether or not subject to copyright protection, made, conceived, expressed, written or authored by Individual, solely or jointly with others, in connection with any services performed for, or at the request of, InterVolt Development, at any time during Individual's freelance arrangement with InterVolt Development. Individual acknowledges that all such Works were intended to be, are, and shall be considered "works made for hire" under the Canadian Copyright Laws, belonging solely to InterVolt Development or its designee(s).

To the extent that any Works under applicable law may not be considered works made for hire by Individual for InterVolt Development, Individual hereby irrevocably assigns (or upon its creation, automatically and irrevocably assigns) to InterVolt Development without any further consideration, all right, title and interest in and to each such Work, including, without limitation, any copyright and other intellectual property rights, including moral rights, all contract and licensing rights, and all claims and causes of action of any kind with respect to such materials, including all applications and registrations with respect thereto. Absent such assignment, Individual hereby irrevocably appoints InterVolt Development as his or her attorney in fact to effect such assignment. InterVolt Development shall have the exclusive right (but no obligation) to use and/or dispose of the Works, whether original or derivative, in whole or in part, for all purposes without additional compensation or obligation to Individual.

At InterVolt Development's expense, Individual will assist InterVolt Development as InterVolt Development may reasonably request to perfect InterVolt Development's rights in the Works and to protect the Works throughout the world, including, without limitation, executing in favor of InterVolt Development, or any designee(s) of InterVolt Development, patent, copyright, trademark and/or other applications, registrations and/or assignments relating to the Works. Individual shall not challenge the validity of the ownership by InterVolt Development or its designee(s) of the Works, or take any action that could reasonably be expected to limit or diminish Inter Volt Development's (or its designee(s)) rights in the Works.

2. InterVolt Development hereby grants to Individual a limited, non-exclusive, non-transferable, royalty free license to reprint the Works provided Individual complies with the following conditions:

- a)** all reprint requests for any Work must be pre-approved by InterVolt Development.
- b)** the Work may only be posted on, or included in, the pre-approved web site or in the pre-approved publication no sooner than thirty (30) days from the date of posting of the Work on the InterVolt Development Web site.
- c)** all reprints must display the InterVolt Development copyright as it is displayed with the Work on the InterVolt Development Web site.
- d)** all reprints must display the InterVolt Development logo and if the reprint is electronic, the logo must link back to the InterVolt Development home page.
- e)** Individual may not sublicense or syndicate the Works to any third party. InterVolt Development hereby grants to Individual a limited, non-exclusive, non-transferable, royalty free license to reproduce, distribute and display the InterVolt Development logo solely as it appears on the Work and for no other purposes. Any and all goodwill which may arise from the use of the InterVolt Development logo shall inure to the benefit of InterVolt Development.



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3. Individual will not disclose or use, at any time, except for the benefit of InterVolt Development, an affiliate of InterVolt Development, or any party that InterVolt Development specifically identifies to Individual for such purpose, any Confidential Information (as herein defined). "Confidential Information" shall mean all InterVolt Development proprietary information, technical data, trade secrets, and know-how, including, without limitation, research, product plans, customer lists, markets, computer software, computer programs, developments, inventions, discoveries, processes, formulas, algorithms, technology, designs, drawings, marketing and other plans, business strategies and financial data and information, whether or not marked as "Confidential." "Confidential Information" shall also mean information received by InterVolt Development from customers of InterVolt Development, or from other third parties subject to a duty to keep confidential. "Confidential Information" shall not include information that Individual can establish:

- a) is already in Individual's possession at the time of its disclosure through no wrongful act of Individual
- b) is or becomes publicly known through no wrongful act of Individual. Following termination, Individual will not retain any written or other tangible or electronic material containing any Confidential Information.

4. This Agreement sets forth the entire agreement of the parties with respect to the transactions set forth herein. This Agreement may only be amended in a writing signed by both parties. The parties to this Agreement are independent contractors, and nothing contained herein creates an agency, partnership, joint venture, or employment relationship between the parties. Individual may not assign this Agreement or any right, interest or benefit hereunder without InterVolt Development's prior written consent. InterVolt Development may assign this Agreement and any rights hereunder without consent to any entity or written notice to Individual. This Agreement shall bind the parties and their respective permitted successors, heirs, and assigns. This Agreement shall be governed by, and construed in accordance with, the laws of Ontario, excluding its conflicts of law principles. The parties hereby irrevocably designate the Federal or Provincial courts in the city, province, and country of Canada as the exclusive venue for any legal action or proceeding in any way relating to this Agreement.

BEFORE THE INDIVIDUAL AGREES TO THE POLICY:

5.1. Unless other arrangements are made in writing between both parties, all projects at InterVolt Development require 50% deposit prior to their initiation and the remaining due upon completion. InterVolt Development owns or has rights to all project's digital and non-digital materials created by InterVolt Development until payment is received in full. Full payment is due upon project completion, and must be made by company or personal check, money order, cash or PayPal. All prices are listed in Canadian currency.

5.2. Individual must understand that once agreed to have InterVolt Development start working on the individual website, that individual cannot back out of the agreement. The individual must follow through until the end of project completion. If for some reason the individual backs out of the agreement, the initial 50% down payment will be kept and there will be a cancellation fee of up to \$300. Please make sure that before give InterVolt Development the ok, the individual are absolutely sure that the individual will continue with the project until the end.

5.3. Before the individual agrees to have InterVolt Development create the individual website please make sure the individual let's InterVolt Development know exactly what the individual wants in detail. Details include content for InterVolt Development to use (images, text, sounds and music) please send them to InterVolt Development so that InterVolt Development may use them on the project website. If the individual does not have any content for InterVolt Development to use, and would like InterVolt Development to create them, an additional cost will be discussed. If any modifications or additions are required after the website is created, an additional cost will be discussed, if necessary.

5.4. InterVolt Development reserves the right not to accept projects that promote racism, pornography, or anything that is of objectionable contents.



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5.5. Websites created by InterVolt Development must have the statement "Website designed by InterVolt Development" (and possibly include a small InterVolt Development logo) placed at the bottom of the homepage. If the individual does not wish to address InterVolt Development credit within the individual's web site an additional small fee will be included in the final payment cost.

5.6. InterVolt Development reserves the right to include in InterVolt Development's portfolio any projects created or developed by InterVolt Development.

LIMITATION OF LIABILITY

6.1. Under no circumstances, including, but not limited to, negligence, shall InterVolt Development be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in this site, even if InterVolt Development or an InterVolt Development authorized representative has been advised of the possibility of such damages. In no event shall InterVolt Development have any liability to the individual for damages, losses and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) for accessing this site.

6.2. InterVolt Development reserves the right to delay or stop any project development for any reason without liability. InterVolt Development will notify the client immediately of any changes of project development status, and make appropriate arrangements. If a stoppage in development is caused by InterVolt Development, the client will be refunded the deposit minus any billable hours.

6.3. A request to pause project development must be made in writing to InterVolt Development and include the signature of the authoritative client. The delay will not exceed a period of 30 days. Unless other arrangements are made between both parties, InterVolt Development will assume any delay requested by the client that exceeds the 30-day period a cancellation, and hence will charge for the number of hours accumulated in project development before the request to pause is made.

MAINTENANCE AND HOURLY RATES

7. This agreement includes maintenance to web pages over an indefinite amount of time, including updating links and making changes to a sentence or paragraph. If the individual attempts to update the pages without the proper notification from a representative at InterVolt Development, this contract will be void and work on the individual's website will be halted and reassessed.

The individual will be billed at the hourly rate of depending on the project package selected. This rate shall cover Internet orientation education through emails, graphic design, the implementation of text and images, webpage design layouts, modifying product pages and databases in an online store, photo corrections, helping individual's learn how to use a webpage editor, and PHP & CGI programming. This rate will also cover the cost of hiring subcontractors for any other jobs needed.

PROJECT LATE FEES

8.1. There are absolutely no refunds; unless InterVolt Development has stopped or delayed the individual's project development if for whatever reason. InterVolt Development will not take the individual's website offline in exchange for the individual's money back.

8.2. Before the individual's website is made available for online access InterVolt Development will require the remainder of the project's second payment.

8.3. If the second payment is not received within a month, a late fee of \$30 will be charged to the individual per week. After two months upon completion of the website, the project will be considered cancelled by the individual if the payment is still not received. A \$300 fee will be charged in addition to the late fees. If this situation should arise, the individual will lose all permission's and rights to the web site that has been created by InterVolt Development.



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HOSTING AND PUBLISHING

9.1. If the individual already have web hosting for the individual's new website and wants InterVolt Development to transfer the files via FTP (File Transfer Protocol) Server. The individual is permitted to provide InterVolt Development with the server information (login, password, address, and port number), or create a new account accessible to InterVolt Development. Individual may also choose to have InterVolt Development e-mail the individual's web site (in compressed format), depending on the size allowed of the individual's e-mail account.

9.2. Hosting can be provided by InterVolt Development, in which case InterVolt Development resumes all hosting, uploading and access to the individual's website hosting and or domain hosting.

COPYRIGHTS AND TRADEMARKS

10. The individual represents to InterVolt Development and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to InterVolt Development for inclusion in web pages are owned by the individual, or that the individual has permission from the rightful owner to use each of these elements. The individual agrees to defend InterVolt Development and its subcontractors from any claim or suit arising from the use of such elements furnished by the individual.

OTHER POLICY AGREEMENTS

11. InterVolt Development has the right to update this contract at any time and the new updates will take effect immediately, with exception to those individual's who have already agreed to the old policy statement.

Last update on policy: 10/5/2005.

CONTACTING INTERVOLT DEVELOPMENT

If you have any questions or are interested in our services, please contact us at the following:

InterVolt Development Official Website
<http://www.intervolt.net>

InterVolt Sales Department
E-Mail Address: sales@intervolt.net
Phone Number: 1-888-214-8565

Submit a FREE Online Quote
<http://quote.intervolt.net>