
Website Package – Terms and Condition

This document is created to provide information to all our [website](#) online users. Please read through the terms and conditions mentioned below – “Commercial Service Agreement” before making your decision to place an order and payment for the products listed in our product page – www.transposesolutions.com/products.html.

Please feel free to contact us, if you need more information about our products.

We are in principle that you read through and agree to the terms specified in this document - “**Commercial Service Agreement**” as listed below:

COMMERCIAL SERVICE AGREEMENT

This Online Commercial Services Agreement (the “Agreement”) is effective from the time an online user completes the purchase of an package from our [Product Page](#) by clicking the button – Buy Now.

Company:

Transpose Solutions Inc, a Delaware corporation having its principal office at 19 West, 34th Street, Suite #1018, New York, New York – 10001, USA here after known as “Company”.

Customer:

Online user – making purchase on our [Product Page](#) hereafter known as “Customer”.

1. DEFINITIONS.

1.1 “Content” means all text, pictures, sound, graphics, video and other data supplied by Customer to Company pursuant to Sections 2.1 or 4.1(c), as such materials may be modified from time to time.

1.2 “Package” means the fees set forth for - Website development services provided pursuant to Section 2.

1.3 “Domain” means the domain name specified for the Website by the Customer.

1.4 “Intellectual Property Rights” means any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other

industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

1.5 “Specifications” means **Customer’s** requirements set forth in [Product Page](#), as amended or supplemented in accordance with this Agreement.

1.6 “Website” means the user interface, functionality and Content made available on pages under the Domain Name.

1.7 “Work Product” means all HTML, ASP.NET, Java, C#, PHP, Bootstrap files, graphics files, data files, technology, scripts and programs, both in object code and source code form, all documentation and any other deliverable prepared for **Customer** by **Company** in accordance with the terms of this Agreement.

2. WEBSITE DEVELOPMENT.

2.1 Delivery of Initial Content: **Customer** shall deliver to **Company** all Content that **Customer** intends for **Company** to incorporate into the Work Product (“Initial Content”). The Initial Content shall be in the format(s) specified in [Product Page](#).

2.2 Development: **Company** shall provide design, programming and other consulting services as specified in [Product Page](#).

2.3 Staging Site – Acceptance: **Company** shall make available complete versions of the Work Product on a password protected server (“Staging Site”) for **Customer’s** review and acceptance. **Customer** shall have 7 days to review and evaluate the Work Product (“Acceptance Period”) to assess whether it meets the Specifications and meets industry standards for professional, technical and artistic quality.

3. MODIFICATIONS.

If **Customer** desires to modify the Website at any time during the term of this Agreement, **Customer** shall describe the additional services to the **Company** (“Change Notice”). Within **7** days of such Change Notice, **Company** shall submit a change order proposal (“Change Order”) which includes a statement of any additional charges. On **Customer’s** written approval of the Change Order, the Change Order will become a part of this Agreement.

4. WEB HOSTING.

4.1 Services. Following **Customer’s** initial acceptance of the Work Product pursuant to Section 1.7, **Company** shall provide the following web hosting services:

(a) Domain Name: If requested by **Customer, Company** at its expense shall cooperate with **Customer** in registering the Domain Name. **Customer** shall own all right, title and interest in and to the Domain Name and all Intellectual Property Rights related thereto. Unless otherwise specified by **Customer, Company** shall list **Customer's** project liaison as the administrative, technical and billing contact.

(b) Content Control: **Customer** shall have sole control over the Content. **Company** shall not supplement, modify or alter any Work Product which has been accepted by **Customer** or any Content (other than modifications strictly necessary to upload the Content to the Website) except with **Customer's** prior written consent. **Company** shall upload all Content, including updates, to the Website within 48 hours of delivery to **Company**.

(c) Site Backup: At **Company's** expense, **Company** shall maintain a complete and current copy of the Website on a server located at a remote location. If service is interrupted to the Website, the remote server shall be immediately activated so that public access to the Website continues without interruption.

(d) Standards: **Company's** hosting standards shall conform to the following:

(e) Availability of Web Site: The Website shall be publicly available to users and there will be no period of interruption in public accessibility to the Website.

(f) Security: **Company** shall prevent unauthorized access to the Shadow Site, other restricted areas of the Website and any databases or other sensitive material generated from or used in conjunction with the Website; and **Company** shall notify **Customer** of any known security breaches or holes.

5. PAYMENTS

100% upfront payment required. **Customer** can make the payment by agreeing to the terms set herewith and buy the package from our [Product Page](#).

6. REFUND POLICY

100 % Refund Applicability: If **Customer** is not satisfied with service of the **Company**, it can seek for the 100% refund within 7 days from the date of purchase of the package or before acceptance of Initial Content pursuant to Section 2.1.

Note: No refund is applicable once the Initial content pursuant to Section 2.1 is made available and accepted by **Customer**.

7.TERM AND TERMINATION.

The initial term of this Agreement shall be as specified in the [Product Page](#) Thereafter, this Agreement will automatically renew on yearly basis until terminated with at least 30 days' written notice. Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for 60

days following written notice to the breaching party.

In the event of expiration or termination of this Agreement, **Company** shall download all materials on the Website to a medium of **Customer's** choosing and deliver such materials to **Customer**. In addition, at no cost to **Customer**, **Company** shall transfer the Domain Name.

8. COMPANY WARRANTIES. Company warrants that any Work Product, Company Tools or Company-made changes to the Content shall not: (a) infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) be obscene, child pornographic or indecent; and (e) contain any viruses, Trojan horses, trap doors, back doors, worms, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

9. CUSTOMER COVENANTS. During the period that Company provides Web hosting services pursuant to Section 5, Customer shall not distribute on the Website any Content that: (a) infringes on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, child pornographic or indecent; or (e) contains any viruses, Trojan horses, worms, time bombs, cancel-bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

10. DISCLAIMER OF WARRANTIES. EXCEPT AS SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11 OWNERSHIP.

11.1. Ownership of Work Product. **Company** hereby irrevocably assigns to **Customer** all right, title and interest in and to all Work Product and documentation produced pursuant to **Customer's** requests for services here-under including, without limitation, all applicable Intellectual Property Rights thereto. If **Company** has any such rights that cannot be assigned to **Customer**, **Company** waives the enforcement of such rights, and if **Company** has any rights that cannot be assigned or waived, **Company** hereby grants to **Customer** an exclusive, irrevocable, perpetual, worldwide, fully paid license, with right to sub-license through multiple tiers, to such rights. **Company** acknowledges that there are, and may be, future rights that **Customer** may otherwise become entitled to with respect to the Work Product that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed, and **Company** specifically intends

the foregoing assignment of rights to Contractor to include all such now known or unknown uses, media and forms of exploitation throughout the universe.

11.2. Ownership of Content and Website. As between **Company** and **Customer**, any Content given to **Company** by **Customer** under this Agreement or otherwise, and all User Content, shall always remain the property of **Customer** or its licensor. **Company** shall have no rights in such Content or User Content other than the limited right to use such content for the purposes expressly set forth in this Agreement.

12. Waiver. Failure on the part of either Party to enforce any provision of this AGREEMENT, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

13. Sever-ability. If any provision of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforce-ability of the remaining provisions shall in no way be affected or impaired thereby.

14. LIMITATIONS ON LIABILITY. EXCEPT FOR BREACHES OF SECTIONS 2.1, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

15. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of New York and New York City without giving effect to principles of conflict of laws. Both parties agree to submit to jurisdiction in New York City and further agree that any cause of action arising under this Agreement may be brought in a court in New York County (Manhattan), New York, USA.

16. Notice. Any notices required or permitted here-under must be in writing and are deemed given when delivered to a party personally or by facsimile transmission, or after being deposited in the US mail, postage prepaid, by ordinary, certified, or registered mail addressed to a party at the most current address furnished by its here-under.

IN WITNESS WHEREOF, Company and Customer have agreed and executed this Agreement as of the date and time first written above.

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