



Shores Canada Ltd.
Your way is our track

12984-122B Avenue NW
Edmonton, Alberta
T5L 2X2 Canada

+1 780 474 8083
www.shorescanada.com

Terms and Conditions for Web Design Services

General

By accessing web design and/or web development services of Shores Canada Ltd. (hereinafter called Shores Canada) you agree and acknowledge to be bound by these Terms and Conditions for Web Design Services (hereinafter called Agreement). If you do not agree to this Agreement, please do not use our web design and/or web development services.

We reserve the right to change this Agreement at any time. We recommend that you periodically check this information for updates.

1. Definition of Terms

Client

The company, organization or person that enters into a contract with Shores Canada.

Downtime

The Time when the website is not accessible via the Internet.

Host

The company on whose system the website physically resides.

Search Engine

A website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

Website

A collection of web pages and associated code, which forms an integrated presence.

Work

The subject matter of the contract between the Client and Shores Canada.

2. Fees

2.1 Fees Payable

Any order, written or oral, or any down payment is considered to be acceptance of a mutual contract and acceptance of the Agreement as stated in this document.

The remaining amount agreed to shall become due when the work is completed to the reasonable satisfaction of the Client but subject to the terms of section 4.3 (Approval of Work) and section 4.4 (Rejected Work) hereof.

For the case that the Client and Shores Canada agreed upon a down payment, Shores Canada reserves the right not to begin the work until the down payment has been paid in full.

2.2 Maintenance Fees

If not otherwise specified through a Web Design Maintenance Agreement between Shores Canada and the Client, website maintenance fees shall be on an hourly basis to the regular hourly rate

for web design services, and as a proof of performance a list of man hours and work contents will be included with the invoice.



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3. Disclamers

3.1 Third Parties

Shores Canada can take no responsibility for services provided by third parties through us or otherwise, including the hosting of the Client's

website, although Shores Canada will endeavour to ensure that website downtime is kept to a minimum.

3.2 Maintenance and Correction of Errors

Shores Canada takes no responsibility for the functionality or maintenance of the website after the work has been completed, unless a Web Design Maintenance Agreement is in place.

Errors (both technical and typographical) attributable to Shores Canada will be corrected free of charge, but Shores Canada reserves the right to

charge the regular hourly rate for correction of errors for which Shores Canada is not responsible, including, but not limited to malicious modification of the website by a third party, typographical errors contained in materials provided to Shores Canada by the Client or issues directly related to or caused by an external hosting company.

3.3 Extent of Work

Installation on the Internet is limited to the uploading of all necessary files to the host, and testing of functionality.

No paid registration of the website with search engines will be undertaken unless otherwise agreed with the Client.

3.4 Status and Duration of Offers

Proposals and offers are valid for a period of one month from the date issued, unless otherwise stated in the offer.

Shores Canada is not bound to honour offers that have been issued prior the period of one month, or if an unforeseen circumstance occurs.

3.5 Anticipated Day for Completion

Any anticipated day for completion or timetable are deemed to be rough estimates and are not legally binding.

3.6 Search Engine Listings

Shores Canada does not guarantee listings on search engines and the Client accepts that it is search engines and not Shores Canada who determine whom they list and whom they will not.

The Client further understands there is no guaranteed placement or rank on the search engines. Shores Canada does not control search engines' algorithms and huge shifts can appear daily, weekly and even hourly.



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4. Completion of Work and Payment

4.1 Completion of Work

Shores Canada warrants completing the work in accordance with the specifications previously agreed with the Client.

If a specification can not be completed as planned, Shores Canada will together with the Client seek for the best possible solution, and if necessary adjust the previously agreed amount accordingly and in agreement with the Client.

Shores Canada will not charge more than the amount agreed unless the Client has varied the specifications of the work since the agreement.

Shores Canada will not undertake changes to the specifications of the work, which would increase the cost, without prior written authorization from the Client.

4.2 Supply of Materials

The Client is to supply all materials and information required for Shores Canada to complete the work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials.

Where the Client's failure to supply such materials leads to a delay in completion of the work, Shores Canada has the right to extend previously agreed deadlines for the completion of the work by a reasonable amount.

Where the Client's failure to supply materials prevents progress on the work for more than 21 days, Shores Canada has the right to invoice the Client for any part or parts of the work already completed.

4.3 Approval of Work

On completion of the work, the Client will be notified and have the opportunity to review it. The Client should notify Shores Canada, in writing (e-mail), of any unsatisfactory points within 7 days of receipt of such notification. Any of the work, which has not been reported in writing to Shores Canada as unsatisfactory within the 7-day review period, will be deemed to have been approved.

Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the balancing payment under section 2.1 (Fees Payable) will become due.

The contract will remain in effect until all obligations have been completed in terms of this section 4.3 (Approval of Work).

4.4 Rejected Work

If the Client rejects the work within the 7 day review period, or will not approve subsequent work performed by Shores Canada to remedy any points reported by the Client as unsatisfactory, and Shores Canada considers that the Client is unreasonable in his repeated rejection

of the work, the contract will be deemed to have expired and Shores Canada can take any legal measures to recover both payment for the completed work and reasonable expenses incurred in recovering payment.



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4.5 Payment

Upon completion of the 7-day review period, Shores Canada will invoice the Client for the remaining balancing payment in accordance with section 2.1 (Fees Payable) hereof, which, in the absence of agreement to the contrary, is to be

paid by the Client within 14 days of the date that the invoice was issued. All completed work must be paid in full before additional work commences.

4.6 Remedies for Overdue Payment

If payment has not been received by the due date, Shores Canada has the right to suspend ongoing work for the Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 28 days after the due date, Shores Canada has the right to replace, modify or

remove the website and revokes the Client's licence of the work until full payment has been received. By revoking the Client's licence of the work or removing the website from the Internet, Shores Canada does not remove the Client's obligation to pay any outstanding monies owing.

5. Intellectual Property

5.1 Offers and Proposals

Offers and proposals made by Shores Canada to potential clients should be treated as trade secrets and remain the property of Shores Canada. Such offers and proposals or the information contained within them must not be

passed to third parties or publicly disseminated without prior written authorization from Shores Canada. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

5.2 Copyrights and Trademarks

The Client represents to Shores Canada and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Shores Canada for inclusion in webpages are owned by the Client, or that the Client has permission from the

rightful owner to use each of these elements, and will hold harmless, protect, and defend Shores Canada and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

5.3 Licensing

Once Shores Canada has received full payment of all outstanding invoices and the Client in accordance with section 4.3 (Approval of Work) has approved the work hereof, the Client will be granted a licence to use the website and its contents.

Art work created for the website by Shores Canada is subject to copyright and cannot be reproduced without written prior permission from Shores Canada.



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5.4 Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which Shores Canada or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from Shores Canada.

The Client or any third party may not make any modifications to code to which Shores Canada or their suppliers own the copyright.

6. Rights and Responsibilities

6.1 Right to Refuse or Terminate

Shores Canada reserves the right to refuse to create or maintain any website that is to contain, link to, or promote illegal or offensive materials. These materials may include but are not limited to pornography or other "adult" materials, hate propaganda, and illegal or pirated software.

Shores Canada reserves the right to determine what content falls under this category.

Shores Canada reserves the right to refuse, cancel, or suspend service at its sole discretion.

6.2 Supply and Pricing of Services

Shores Canada reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its

prices as necessary without prior notice and without affecting existing contractual pricing agreements.

6.3 Laws Affecting Electronic Commerce

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold

harmless, protect, and defend Shores Canada and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

6.4 Events Beyond the Control of Shores Canada

Shores Canada will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events

such as fire, or other events beyond the control of Shores Canada.



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6.5 Limitation of Liability

Shores Canada does not warrant that the functions contained in these webpages or the Internet website will meet the Client's requirements or that the operation of the webpages, email systems, domain registry services and/or web hosting services will be uninterrupted or error-free. The Client assumes the entire risk as to the quality and performance of the webpages and website. In no event will Shores Canada be liable to the Client or any third party for any

damages (general, special, consequential, or otherwise), expenses, loss of profits, loss of earnings, loss of business opportunities, loss of data, or other loss, arising directly or indirectly out of or in connection with this Agreement or the provision, whether negligent or otherwise, which would otherwise give rise to a cause of action in contract, tort, or any other doctrine of law, even if Shores Canada has been advised of the possibility of such damages.

7. Miscellaneous Provisions

7.1 Identification

With your permission, Shores Canada may, free of any obligation to pay compensation, use your name and identify you as a Shores Canada

client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

7.2 Choice of Law and Forum

This Agreement, including the addendum, will be governed by the laws of Canada and the Province of Alberta, without reference to rules governing choice of laws. Any action relating to

this Agreement must be brought in the federal or provincial courts located in Edmonton, Alberta, and you irrevocably consent to the jurisdiction of such courts.

7.3 No Waiver

Shores Canada's failure to enforce the strict performance of any provision of this Agreement or the Addendum will not constitute a waiver of

Shores Canada's right to subsequently enforce such provision or any other provisions hereunder or thereunder.

7.4 Severability

Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement and the Addendum, if applicable, shall nonetheless remain in full force

and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications.



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7.5 Headings

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

7.6 Survival

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

Updated January 28, 2019