Knowledge DeZigns, Inc.
Building Intelligent Solutions for an Interactive Planet
www.knowledgedezigns.com

Terms-of-Service

Before using the software development services we offer, you must accept the terms stated below:

The Software Development terms of service is an agreement between Knowledge DeZigns, Inc., and any user or purchaser of our software development services as outlined below.

If you disagree with any part of the Terms of Services, you disagree to its entirety and you will not be eligible to purchase Knowledge DeZigns, Inc., software development services.

If you do not agree to the Terms of Service and you proceed to purchase our software development services, you release Knowledge DeZigns, Inc. from any liability in any situation.

Software Development Services: Terms of Service:

1. For new accounts, the entire invoice must be paid 14 days after the initial invoice date.
2. Payment may be made by check, money order, cashiers check, or bank certified check in US dollars. We do not currently accept credit card payments. There is a late fee of 5% of the total invoice bill if account is not paid starting at day 20 after original invoice date. All checks must be made payable to Knowledge DeZigns, Inc.
3. A project will only be released by Knowledge DeZigns, Inc., to the purchaser once the purchaser has approved the entire project, including, application testing, creation of help files, license files, readme files, and other mutually agreed upon files.
4. Purchasers are solely responsible for everything in their software program and Knowledge DeZigns, Inc., does not verify, endorse, or take responsibility for the contents of the software program. Therefore, we are not responsible for any claims of liability for the contents of your site.
5. No refunds are provided whatsoever; however, Knowledge DeZigns, Inc., will do everything within our means to create a software program acceptable to the purchaser.
6. Customer satisfaction is not guaranteed if you provide content or demand options beyond the scope of the abilities of our software development services.
7. When you supply text or graphics, or software code to us via mail, or email, Knowledge DeZigns, Inc., is not responsible for their loss. It is your responsibility to keep your own copies of these items in case of accident or loss.

8. You, the purchaser, will receive the entire software program, including additional files when the software project is completed. If you feel the program is not to your approval, we will revise the program to your specifications at no extra cost.
9. You, the purchaser, and we, the developer will mutually agree upon the cost and total project requirements as well as the time required for your software project.
10. Knowledge DeZigns, Inc., reserves the right to change, update and append this agreement as necessary without notice.
11. The opinions and views expressed on Knowledge DeZigns, Inc., customers' software programs do not necessarily represent those of Knowledge DeZigns, Inc., and Knowledge DeZigns, Inc., does not verify, endorse, or vouch for the content of such software. Knowledge DeZigns, Inc., is not responsible for the delivery or quality of any goods or services sold or advertised through or on Knowledge DeZigns, Inc., customers software program. This agreement gives Knowledge DeZigns, Inc., the right to arrange, shape, design and implement the purchasers software program in a reasonable manner consistent with the owners employed desires.
12. Knowledge DeZigns, Inc., will not be held liable under any circumstances for any type loss including, profit loss, damages, fees, or acts of god that may result in any type of loss to a Knowledge DeZigns, Inc., customer or customer associated business, organization, or entity. Knowledge DeZigns, Inc., assumes no liability for disruptions of any Knowledge DeZigns, Inc., software services, including but not limited to, vandalism, theft, phone service outages, internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the of "ACTS OF GOD" or force of nature. Knowledge DeZigns, Inc., shall not be responsible for consequential damages or punitive or exemplary damages under any circumstances. This is to say that in no case shall a customer be entitled to recover damages from Knowledge DeZigns, Inc. In no event will Knowledge DeZigns, Inc., be liable for any damages, including, without limitation, to any damages or injury, whether for breach of contract, tort, or otherwise, caused by any failure of performance; error; omission; interruption; deletion; defect; delay in operation or transmission; computer virus; file corruption; communication-line failure; network or system outage; or theft; destruction, unauthorized access to, alteration of, or use of any record.

IN WITNESS WHEREOF,

Client and Knowledge DeZigns, Inc., have duly executed this Agreement as of the day and year written below. Please mail, email or fax this document to:

Attn: Contracts Department
Knowledge DeZigns, Inc.
601 S. LaSalle Building, 6th Floor, Suite H-494
Chicago, Illinois 60605
847-563-3054 (tele./fax)
USA
This agreement is made this day of_____, between, _____, and Knowledge DeZigns, Inc.

(Purchaser)   Knowledge DeZigns, Inc.
By:_____   By:_____
Name:_____   Name:_____
Title:_____   Title:_____
Date:_____   Date:_____