

Terms and Conditions for Use of Service

1. Introduction

Welcome to EmergeSiteSolutions, a web design service provided by Colm Murphy. By engaging our services or making payment to EmergeSiteSolutions in exchange for the provision of services, you agree to abide by the following terms and conditions. Please read these terms carefully before using our services.

2. Scope of Services

2.1 EmergeSiteSolutions provides web design services including but not limited to website development, website maintenance, website hosting, domain registration, and website optimization.

2.2 Additional services may be provided upon mutual agreement between EmergeSiteSolutions and the client, outlined in a separate agreement.

3. Client Responsibilities

3.1 The client must provide all necessary materials including text, images, and branding assets in a timely manner.

3.2 The client is responsible for ensuring that all content provided does not infringe upon any copyrights or intellectual property rights.

3.3 The client is responsible for reviewing and approving all design concepts, layouts, and content before final implementation.

4. Payment Terms

4.1 The client is not obliged to make any payment to EmergeSiteSolutions until completion of the relevant project.

4.2 Payment can be made via bank transfer or other mutually agreed-upon methods.

5.3 In order to continue using EmergeSiteSolutions services, an annual payment must be made. A payment method will be provided to the client before the due date.

5. Project Timelines

5.1 EmergeSiteSolutions will provide estimated project timelines which are subject to change based on client feedback and project scope.

5.2 Delays caused by the client, including but not limited to late provision of content or feedback, may extend project timelines.

6. Ownership and Intellectual Property

6.1 Upon receipt of full payment, the client will own the rights to the website design and content, excluding any third-party assets or software used in the development process.

6.2 EmergeSiteSolutions retains the right to showcase the completed project in its portfolio and marketing materials.

7. Website Maintenance

7.1 EmergeSiteSolutions offers ongoing website maintenance services upon request, not subject to additional fees.

8. Limitation of Liability

8.1 EmergeSiteSolutions shall not be held liable for any direct, indirect, incidental, consequential, special, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses arising out of or in connection with the use or inability to use our services.

8.2 EmergeSiteSolutions shall not be liable for any financial losses incurred by the client, including but not limited to loss of business revenue, sales, or income, even if EmergeSiteSolutions has been advised of the possibility of such damages.

8.3 The client acknowledges and agrees that EmergeSiteSolutions is not responsible for any damage to the client's reputation, business, or brand resulting from the use of our services, including but not limited to website downtime, errors, or omissions.

8.4 EmergeSiteSolutions shall not be liable for any third-party claims against the client arising out of or in connection with the use of the website or services provided by EmergeSiteSolutions.

8.5 In no event shall the total liability of EmergeSiteSolutions exceed the total amount paid by the client for the specific services rendered under the agreement, regardless of the cause of action or legal theory.

8.6 The limitations of liability set forth in this section shall apply to the fullest extent permitted by law, whether based on warranty, contract, tort (including negligence), strict liability, or any other legal theory, even if EmergeSiteSolutions has been advised of the possibility of such damages.

8.7 The client agrees to indemnify and hold harmless EmergeSiteSolutions and its affiliates, officers, directors, employees, and agents from any and all claims, liabilities, damages, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with the client's use of our services or breach of these terms and conditions.

9. Termination

9.1 Either party may terminate the agreement with written notice if the other party breaches any material provision of these terms and conditions.

9.2 Upon termination, the client is responsible for payment of all outstanding fees for services rendered.

10. Governing Law

10.1 These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Ireland.

11. Amendments

11.1 EmergeSiteSolutions reserves the right to modify these terms and conditions at any time. Clients will be notified of any changes.

12. Contact Information

12.1 For inquiries or assistance, please contact Colm Murphy at info@emergesitesolutions.com or +353 89 601 1706.

By engaging the services of EmergeSiteSolutions, you acknowledge that you have read, understood, and agree to these terms and conditions.