

EXOBIA LEGAL SERVICES

Premier Legal Advice in the Video Games Industry



Easy Terms and Conditions

The ABC's of ELS

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Fluytschip 15 - De Rijp - Netherlands 1483 CH
<http://www.exobialegal.com> legal@exobia.com

Tel: +31(0)62 525 3995

Fax: +31(0)84 738 5289

LinkedIn: <http://nl.linkedin.com/in/exobialegal>



*Any Questions about these Terms or Services?
Contact Me!*

EXOBIA LEGAL SERVICES

Last Updated: November 12, 2009

Availability: Monday-Friday, 10:00-18:00 (GMT+1). ELS is available outside of these hours for urgent matters or non-EU clients per prior arrangement.

Billing: ELS sends interim statements with specifications. Payment is only due, however, according to the actual invoice. All fees are payable only in Euros. Bank fees associated with payments by bank/electronic banking transfers to the account indicated on the invoice are the expense of Client. Payments by wire, check (personal or cashier's), money order, or credit union are not accepted. ELS does accept PayPal per Client request.

Changes: Changes to fees or payment policies will be sent via email, fax, or post and are only in effect upon Client's acceptance of such changes. If Client admittedly disagrees with these changes, the Service Agreement (if any) shall terminate automatically and ELS services will cease. In that event, all work paid for will be delivered to Client. Silence on part of the Client signifies its acceptance of the changes. ELS has the right to update or change any or all of its policies at any given time and will make best efforts to notify Client accordingly. Nevertheless, Client shall make itself aware of all terms, conditions, and policies regarding the services provided by ELS.

Client: ELS defines two types of Clients: Standard and Preferred. Standard Client requires less than 80 hours of service in any given month. Preferred Client requires service every week, for one month or more, and receives a Service Agreement. All terms, conditions, and policies apply to any type of Client. All payments are due according to the invoice.

Conflict of Interest: In the event of a conflict of interest known by ELS to exist between any two or more Clients, ELS will make its best efforts to notify the Clients of the circumstances with anonymity of those involved. It will be at the Client's discretion whether or not to continue with the particular service from ELS. In the event that a conflict of interest interrupts or cancels ELS service for a Preferred Client, ELS will discount the Preferred Client's invoice accordingly.

Copyright: All original work (agreements, terms and conditions, written policies, etc.) regardless whether draft or final form, and/ or ELS correspondence, are the exclusive property of Exobia. ELS reserves all rights and claims to those writings protected under international and national copyright laws. No copies or excerpts are to be distributed without ELS written permission.

Discount: Preferred Client with 80+ hours per month receives a 15% discount monthly (except on late payment fees) when a Service Agreement for two consecutive months or more is signed. Discounts are applied automatically to the invoice. No discount will be given on the basis of another's advertised or offered rate.

Fees: Standard Client pays €60 Euros per hour. Preferred Client pays €50 Euros per hour. Preferred Clients receive a Consultant's Agreement. Late payments accrue 1% interest per day outstanding past the due date.

Governing Law: ELS policies and agreements are drafted under Dutch law and is subject to and governed by the jurisdiction of The Netherlands. Any claim regarding an ELS Agreement will be, exclusively and without venue challenge, heard by a competent court in Holland.

Initial Consultation: This free 15 minute phone consultation is a one-time offer that automatically expires after delivery and is non-renewable and non-transferable; it cannot apply as a discount or be replaced by an in-person meeting. If the free consultation continues beyond the time limit, the prospective client will be notified to make further contact with ELS by email or letter. If ELS is unable to reach the prospective client, one additional attempt will be made ten minutes later. If phone consultation still fails to occur, this free offer lapses and prospective client may contact ELS. Any initial phone consultation thereafter will be invoiced per Standard Client rate.

Language: All work is provided in English, unless otherwise arranged.

Other Services: Translation of legal documents or drafting in another language may be available per mutual arrangement.

Surplus Hours: In the event, Preferred Client does not utilize the total amount of hours specified by the contract, up to a maximum of 10 Surplus Hours may be rolled over into the next month at no additional cost. Client will receive no discount or reduced invoice amount for the month with reduced hours. Surplus Hours do not snowball month-to-month— 10 hours each month—use them or lose them.

Termination: Clients may terminate service at any time—Standard Client without notice, and Preferred Client with two-weeks notice. Any outstanding balance is immediately due and payable, and any collection expenses (including attorneys' fees) incurred by ELS will be included in the amount owed.

Warranty: ELS warrants that it has the expertise to provide the services it advertises and with a high quality as expected in a law advisory sector. Any ELS errors, omissions, or negligence proven by Client will be corrected at no additional charge to Client. There are no other warranties, express or implied, to the purpose of use for the services provided.