



Website Design and Internet Marketing

TOS (Terms of Service):

Company may modify this Agreement from time to time, with or without notice, and your continued participation in the Program after such modification shall be deemed to be your acceptance of any such modification. Modifications to the TOS shall not be grounds for early contract termination or non-payment. It is your responsibility to check this Terms and Conditions page regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease any type of participation in the Program.

By activating your account with our Company, you agree to the above policies and disclaimer. Upon requesting an account, you are required to accept the terms listed in our TOS.

Billing:

Payments may be made via check, money order, or Credit Card. You will be responsible for paying your invoices every month, or according to your payment schedule, on time.

Charges shall commence to accrue on the date that our Company provides service to Customer. Service includes, but is not limited to web design, consulting, administration, advertising, marketing, software development, and other non-hosting activities, etc. Payments are due on the anniversary date of the service. Any additional charges, including, but not limited to, any late fees, finance charges, returned check fees, and any usage-based charges, including, but not limited to, bandwidth overages, web design, consulting, administration, advertising, marketing, software development, shall in general be invoiced in arrears and shall appear on the monthly invoices for Services and Products or as separate invoices. Some services including but not limited to web design, consulting, advertising, marketing, software development require an advance deposit. This deposit will in general be 50% of the estimated cost of the requested services, but may vary on a case by case basis. All late fees, finance charges, returned check fees, and any usage-based charges, including, but not limited to, bandwidth overages, web design, consulting, administration, advertising, marketing, software development, etc are not refundable.

Company reserves the right to lock any account after delinquent payments or failure to make payment arrangements 15 days after your invoice is due. Such termination or denial will not relieve Subscriber of the responsibility for the payment of all accrued charges and any collection fees.

Fees:

Reconnect fee - Any account that is suspended due to non payment will be charged an additional reconnect fee in the amount of \$35.00 (USD).

Declined Credit Cards - Credit cards that are declined for any reason are subject to a \$1.00 (USD) declination fee.

You can email or call our billing department at anytime if you feel there is a problem with your account or bill.

Termination of Service:

The customer reserves the right to cancel service with the provider at any time during a billing term. Cancellations will occur at the end of the current billing cycle. Cancellations must be requested via the control panel ticket system, phone or in writing. Company reserves the right to terminate your service for any action deemed unacceptable by our Company rules.

You should understand and agree that our Company shall be the sole determiner in cases of suspected abuse, fraud or violation of its rules and any decision it may make relating to termination of membership (including cancellation of commissions) shall be final and binding.

Spam:

Company is committed to a zero-tolerance, anti-Spamming policy. Under this policy, we prohibit Spam, or any unsolicited commercial email, from being sent either: Over the Company network, by customers or any other users of the Company network (including customer's customers); AND/OR over ANY network if the message sent advertises or mentions a site hosted on our server. We also prohibit the selling products that can be used for spamming.

We react quickly and seriously to violations and we further reserve the right to terminate the services without prior notice of any customer disregarding this policy.

If you have any complaints or comments regarding Spam on our network, please direct them via help desk to support.

Refusal of Service:

We reserve the right to refuse, cancel or suspend service at our sole discretion.

Service Liability:

Company shall not be liable or be in default for outages caused by equipment and/or events not under the direct control of our Company, nor any other unforeseeable event, including scheduled outages and/or emergency outages and repairs.

Company shall not be deemed to be in default of any provision of this agreement or be liable for any failure of performance of the services resulting, directly or indirectly from any: weather conditions, natural disasters, action of any governmental or military authority, failure caused by telecommunication or other internet provider, other forces or occurrences beyond its command and control.

Our Company will not be responsible for notice failures caused by an error in your email program, an inaccurate email address provided by you, your failure to check your email or your failure to inform our Company of a change in your email address.

Maintenance:

Company designates time periods ("scheduled maintenance windows") during which it may limit or suspend the availability of the service to perform necessary maintenance or upgrades. Company will only provide notice via electronic mail to customer of scheduled maintenance.

Support:

Company provides technical support to our subscribers via control panel ticket system, email and live chat. This support may or may not be charged depending on the issues. Phone support is charged at our normal support rates. Company provides support related to your services or account physical functioning. Company offers PAID technical support for application specific issues such as ASP, ColdFusion, .NET, PHP, Perl (scripting errors), HTML or issues with your computer or browser, or their proper use, or any other such issue. Company does not provide any kind of technical support for YOUR customers.

Payment Gateways:

Company provides its customers with access to real time payment gateways. You will use these gateways at your own risk. Company will not be held liable for processing credit cards or taking online payments directly or indirectly using our equipment or any gains or losses incurred by using them. Please make sure to keep all your data in a secure location.

Customer Security Obligation:

The customer is expected to maintain a secure password consisting of at least 6 characters, a mixture of numbers, special characters and mixed-case letters.

Indemnification:

Customer agrees to indemnify and hold harmless against losses, claims, damages, liabilities, penalties, actions, proceedings or judgments to which an indemnified party may become subject and which losses arise out of, or relate to this agreement or customer's use of the services, and will reimburse an indemnified party for all legal and other expenses, including reasonable attorneys' fees incurred by such indemnified party in connection with investigating, defending or settling any loss whether or not in connection with pending or threatened litigation in which such indemnified party is a party. In no event shall Company be liable to Customer for lost profits of Customer or special, incidental, or consequential damages (even if Company has been advised of the possibility of such damages).

Limited Liability:

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

Disputes:

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Chaffee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

Applicable Law:

This Agreement will be governed by the laws of the state of Colorado.

Disclaimer:

Company cannot be held liable for system downtime, crashes, or data loss. We cannot be held liable for any predicted estimate of profits in which a client would have gained if their site was functioning. Certain services provided by company are resold. Thus, certain equipment, routing, software, and programming used by our Company are not directly owned or written by our Company. Moreover, Company holds no responsibility for the use of our clients accounts. If any terms or conditions are failed to be followed, the account in question will be automatically deactivated. We reserve the right to remove any account without advanced notice for any reason without restitution as company sees fit.

Money Back Guarantee:

Company is pleased to offer a 30-day money-back guarantee on all hosting packages. If we should fail to provide you with the level or type of service you require, you will receive a full refund (minus setup fees, web design, consulting, administration, advertising, marketing, software development, and other non-hosting charges) if you cancel your account within 30 days of the activation of your account. Your account activation begins on the date that our Company begins providing service to you (including, but not limited to web design, consulting, administration, advertising, marketing, software development, and other non-hosting), and hosting charges accrue from that date forward.

No refunds are available after 30 days. Also, there are no refunds for domain registrations or domain transfers. Any request for cancellation must be received via our online support ticket system (inside the control panel), phone or in writing. Once a request is placed it will be processed upon verification. Cancellations over the telephone and informal email are not accepted. Our guarantee does not apply to accounts which violate our acceptable use policies, exceed the data transfer limits, domain name registrations or accounts you have resold.

Accounts cancelled/terminated by our Company for violating our company rules, accounts which exceed data transfer limits and other assigned resource limits do not qualify for the 30-day money back guarantee.