

## **Terms of Service (TOS)**

These Terms and Conditions are entered into by and between Solosites (hereinafter "Company") and YOU (hereinafter "Client").

**SERVICES PROVIDED.** Company shall supply web page design, development, consulting, or training services. Client hereby agrees to assign a specific person(s) responsible for contact with Company. The person(s) so assigned by Client shall be responsible for all formal communications with Company.

**TERM AND TERMINATION OF SERVICES.** The term of this Contract shall commence upon the time of sign-up and shall continue in effect for a minimum term of one (1) year. Thereafter, Client agrees to notify Company in writing (e-mail w/reply from us to verify we received cancellation is satisfactory) thirty (30) days prior to its termination of any services hereunder. Notwithstanding the forgoing, Company, at its sole option, may terminate service under this Contract at any time, without penalty. Company reserves the right to refuse service to anyone.

**LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR LOST DATA OR LOST PROFITS, IN EACH CASE REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT OR IN TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES.

**LAWFUL PURPOSE.** Client may only use Company's service for lawful purposes. Transmission of any material in violation of any Federal, State or local regulation is strictly prohibited.

**INDEMNIFICATION.** Client agrees that it shall defend, indemnify, save and hold Company harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Company, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless Company against Liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with Company's Service; (ii) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Client sold on Company's service.

**GOVERNING LAW.** This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Iowa. All parties hereto hereby consent to the exclusive venue of the state court located in Johnson County, Iowa.

**SEVERANCE.** If any part of this Agreement is adjudged by any court of competent jurisdiction to be invalid, that judgment shall not affect or nullify the remainder of this Agreement, and the effect shall be confined to the part immediately involved in the controversy adjudged.

**PAYMENT/NON-PAYMENT TO COMPANY.** All payments are due upon completion of the project. Payments not made within fifteen (15) days of completion date will result in suspension of account. A \$25.00 reactivation fee will apply for those accounts that have been suspended. Any balance not paid for by Client, which requires collection and/or court to collect such funds, will result in the domain name(s) of Client becoming property of Company until such funds are collected in full.

**CLOSURE OF CLIENT:** If Client closes business permanently or files bankruptcy and has an open balance due for services rendered by Company, the domain name(s) of Client become property of Company.  
**DISPUTES.** Any disputes that arise between Client and Company with respect to the performance of this

contract shall be subject to binding arbitration by the American Arbitration Association. Said disputes will be determined and resolved by said association under its rules and procedures in effect at the time of submission. The parties hereby agree to share equally in the costs of said arbitration.

ACCEPTANCE. By signing this Terms of Service agreement, you indicate acceptance of the terms and conditions of this Contract by Client.

#### Explanation of Terms

- \* "Us", "we", "our" refers to Solosites
- \* "You" refers to the client
- \* "Page", "Web Page", "Pages" to the documents authored for the Internet as accessed through the World Wide Web
- \* "Site" refers to the collection of pages
- \* "uploading", "posting" refers to placement of documents on a Web Server so it is accessible for the public and possesses a URL (Uniform Resource Locator)
- \* "Authoring" refers to the creation of documents Web Page Design Services

#### Description of Services

Solosites specializes in providing Web Page Design and Hosting services to small organizations and individuals. All such services provided will be subject to compliance with the latest TOS.

#### Privacy Policy

Solosites will not disclose any information obtained to any third parties, unless required by law.

#### Rights and Responsibilities

- \* We reserve the right to suspend or not to upload any pages that violate the TOS.
- \* Although we try to create your pages to look good in both Netscape Navigator (also referred to as "Netscape") and Microsoft Internet Explorer (also referred to as "MSIE") we primarily do all our programming on MSIE and therefore will only guarantee that your pages will look functional in Netscape Navigator or other Web Browsers

#### Errors and Liabilities

We will try our best to ensure pages are authored without errors and are in functioning state before pages are uploaded and considered done editing. We may not be held responsible for any errors accruing during uploading and storage of your pages. Those errors include, but are not limited to:

- \* Accidental inclusion and/or exclusion of non-ordered/ordered materials
- \* Spelling and Grammar errors arising due to such errors in the original document provided by the client
- \* Misplacement of graphics or text provided by the client. It is the client's responsibility to retain a copy of such items provided to Solosites for your own records and in case of accidental misplacement.
- \* Malfunctioning of special effects or interactive elements by on older Browsers. All pages are created on MSIE 5.0 and we will use those capabilities as the standard.
- \* Solosites does not accept any liability for losses or damages arising from errors within any page or if pages are not uploaded

#### Guarantee

Solosites, guarantees that prior to completion of order, the ordered pages are functioning on the latest Version of MSIE and are without errors. We will do our best to ensure that our clients are satisfied with their site.

## Permissions and Copyrights

Copyright laws protect the placement of any material without prior written permission of the rightful owner. Solosites will not intentionally place any materials that are protected under US and international Copyright laws. It is the client's responsibility to obtain proper written permissions and authorities PRIOR to being posted on the client's site. Solosites may not be held responsible for any damages arising to the client from the use of any material for which proper permission or authority has not been obtained.

Every order and authorization by the client to post such materials shall be a guarantee by the client that proper permissions have been obtained. Solosites may require the client to provide such permissions upon request.

## Web Page Content

Solosites will not post any content that:

(a) is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) is harmful to minors in any way;

(c) any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(d) any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(e) any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(f) intentionally or unintentionally violates any applicable local, state, national or international law;

(g) any content that promotes or provides instructional information about illegal activities, promotes physical harm or injury against any group or individual, or promotes any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites;

## Credits

Solosites reserves the right to place a hyperlink below the copyrights notice of every page created by us.

## Payment policy

Our payment policy is to require 25% down of the contracted price before any work is to be done by Solosites.

Once the new web is complete, Solosites will demonstrate the new web site to the client. The client is required within seven (7) days to notify Solosites of any defects, omissions, or changes required for acceptance. Once written notification of acceptance is made by the client, the new Web site will be available to the public on your domain.

## Terms of Payment

Solosites currently accepts cash, checks, money orders, and credit cards.

All Checks and Money Orders must be made payable to "Solosites"

Credit Card payment must be made on [www.solosites.com/services](http://www.solosites.com/services)

We require a written and signed confirmation of your order, including a signed copy of our TOS stating that you accept both our TOS and the estimate. Services will not start until Solosites has received these documents and the initial down payment.

The client will be invoiced with the agreed cost, once written confirmation of order is received. The client is required to pay 50% of the agreed cost on normal services in advance. The remaining balance, plus any additional accrued charges will become due at time of completion of your site. Services that require prepayment in full have to be paid 100 % before such services are rendered.

Any additional services requested after the initial estimate will require a written signed confirmation, including the additional cost before such services are rendered. It is expected for the client to stay in touch with Solosites within a reasonable time frame. If Solosites has not been in contact with the client for more than 2 weeks, Solosites may bill the client for ALL services provided up to that date.

All payments are due within 7 days from receipt of the final bill.

Solosites reserves the right to remove or delay any pages if such payment is not received and/or payment arrangements are not established.

#### Cancellation of Orders

Cancellations of orders may be made via telephone or e-mail. Signed written confirmation must follow.

The client will be billed for any services completed at time of cancellation. Payment is due in full within 30 days of receipt of the bill. The full amount of the order must be paid if written cancellation is not received within 10 business days from the initial cancellation.

#### Acceptance of Terms of Service

By placing an order with Solosites, the client accepts the above Terms of Service. Orders may be placed initially via e-mail or phone. After the initial consultation, an estimate will be established. Services will not be rendered until signed confirmation including the estimate, a signed copy of our Terms of Service and down payment is received.

#### Updates and maintenance

We also offer ongoing website maintenance if you require it. When update activities for the site are predictable, it's generally advantageous to both parties if we work on a retainer basis. The cost of this service will be determined based upon the extent and frequency of planned updates to the website. Unplanned maintenance work in the absence of a retainer agreement will be billed at the standard design rate.

#### Signatures

\_\_\_\_\_  
Client

\_\_\_\_\_  
Solosites

Date

Date