

Insiteweb Design

-----BEGIN TERMS OF SERVICE -----
Terms of Service, Revised 1 Apr 2005
Terms of Service and Legal Conditions for Insiteweb Design Customers are as follows;

Customer Initials _____

1. **Terms:** The term "Customer" in the below statements shall mean any person, group, business, or other entity that contacts Insiteweb Design through any means for use or any means. The term "web document(s)" shall mean any form of media viewable, accessible or existing on a computer to include but not limited to html pages, databases, chat rooms, programs, scripts, code, media and electronic bulletin boards. Insiteweb Design's terms of service as written below and herein shall apply to all and any designs, services, products, programs, and other actions and communications perform by Insiteweb Design for said customer(s).

2. **Rights:** The opinions and views expressed on Insiteweb Design customer web document(s) do not necessarily represent those of Insiteweb Design and Insiteweb Design does not verify, endorse, or vouch for the content of such page(s). Insiteweb Design is not responsible for the delivery or quality of any goods or services sold or advertised through or on Insiteweb customer's web documents(s). Signing this agreement gives Insiteweb the right to arrange, shape, design, and implement the owners domain, web documents, including html, java, javascript, perl, c, c+, c++, web bots, and any other coding languages or programs used in a reasonable manner as determined by insiteweb design.as consistent with the owners employed desires.

4. **Ownership:** Insiteweb disclaims ownership of all photos, logos, pages, documents, text, and other media provided by the customer to Insiteweb Design for use on web document(s). Photo's and other content submitted to Insiteweb are not guaranteed returnable. Customer takes full responsibility for any and all content suggested or supplied to Insiteweb Design for inclusion on web document(s), advertisement(s) or any form of media. Insiteweb Design customers are held legally liable for the content of their web document(s). This includes reviewing web documents content and abiding by all local, state, national, and international laws. Insiteweb reserves the right to release current or past customer information in the event Insiteweb design believes that the customer is being or has been in violation of these Terms of Service or has committed unlawful acts, if the information is subpoenaed, or when Insiteweb deems it necessary. All Insiteweb Design created or designed electronic code, codes, coding, programs, programming, graphics, designs and other means used in the design, creation, and implementation of a customer web document, including but not limited to html, java, javascript, perl, c, c+, c++, web bots, jpeg, gif, tif, mic, and or other coding languages, scripts or media formats are copyright by Insiteweb Design in accordance with the U.S. copyright law and shall not be reproduced in any form, unless otherwise stated on an original and written Insiteweb Design license or permit.

4.a. **Use of the Dansie Shopping Cart software:** Applies only to customers using the Dansie Shopping cart - Your purchase of a Dansie Shopping Cart license entitles you to one (1) working copy of the script per license to be use only for the domain name that it is registered for at the time of purchase. You may not copy, reproduce, resell, or give away copies of the script in any way shape or form without first purchasing an additional license. You may make one back up copy should something happen to the working copy on your host. You may not make any modifications to the Dansie Shopping Cart script except as instructed in the ReadMe file included with the cart software. The small text link and credit to <http://www.dansie.net> must remain in the script and appear at the bottom of the various pages of shopping cart script. Violation of this license agreement may void your right to technical support and subject you to legal action. Do not attempt to run the cart.pl script on a site other than which it was licensed for.

4.b. **Top20 Search Engine Position Service:** Customers participating in the Insiteweb Design Top20 Search Engine Position service must agree to the terms listed in this paragraph. Domain names purchased by Insiteweb Design to provide Top20 services shall remain Insiteweb Design property unless otherwise stated on a signed written agreement from Insiteweb Design.

4.c. **Free shopping carts** may be supported by third party systems and/or companies and are in no way the property of the customer. Free shopping carts, rented or leased on a monthly or quarterly basis may also be supported by third party systems and/or companies and are in no way the property of the customer.

5. **Content:** Insiteweb has no obligation to review web documents, message-board postings, or chat room statements in any way before those materials appear. Insiteweb reserves the right to monitor, and to investigate any complaints regarding any content or e-mail etiquette on Insiteweb Design hosted web documents, message-board postings, advertisements, chat room statements, e-mail or other service and to take appropriate action. In the case of any such complaint, Insiteweb reserves the right to remove the content complained of while the Insiteweb Design customer and the complaining party attempt to resolve the dispute. This could result in your web document(s) being removed from Insiteweb Design service for as long as it takes to resolve the dispute.

6. Damages: In the event customer web documents are held legally liable for any cause customer agrees to, in no way shape or form what so ever, hold Insiteweb Design liable in for any damages or other liabilities. Insiteweb Design assumes no liability for disruptions of any provided service, including but not limited to outages, Internet disruptions, loss of data, or any other causes. Insiteweb Design 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 Insiteweb Design including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use of or inability to use Insiteweb Design services or any content thereon. This paragraph applies, 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. For the purpose of web document construction, display, advertising and promotion you grant to Insiteweb Design and its affiliates a royalty-free, perpetual, irrevocable, nonexclusive, worldwide, unrestricted license to use, copy, modify, transmit, distribute, and publicly perform or display the submitted or requested content for design and advertising purposes by means of any and all media; and you agree to indemnify and hold Insiteweb Design harmless from any loss, liability, claim, damage, and expense (including reasonable attorney(s) fees) arising from or related to the content, use, service interruption, web document inaccessibility, or deletion of a customers web documents or use of any other Insiteweb feature or service.

6.a. Top20 Search Engine submission and Position Service: Insiteweb Design will not be held liable for any listing, non listing, wording, or result thereof any website, web document(s), domain name or hyper link on any advertising media.

6.b. Customers accessing their own or any website to make changes or for any reason hereby agree that they are completely responsible for their designated area on the web server and in no way will Insiteweb Design be held responsible for the workings of any website access by a customer via FTP, Telnet, SSH or any other means than a web browser.

6.c. SPAM; The sending of unsolicited email is strictly forbidden. Unsolicited email or SPAM is any email sent to any address that was not first requested by the recipient. Any person, company or entity that causes damages, monetary or otherwise, to Insiteweb Design or any other parties hosted or serviced by Insiteweb Design through the use of SPAM, unsolicited email or any illegal activity will be held liable for those damages.

7. Billing and Refunds: Unless other wise stated in writing by Insiteweb Design, service related fees paid directly to Insiteweb Design are refundable within 14 days of the serviced, if service failure or unsatisfactory service occurs. Unless otherwise stated in writing by Insiteweb Design, billing may be accomplished automatically or by electronic invoice to the credit card provided by the customer for those services requested by the customer via phone, email or web site form submission, and the only means of receipt shall be via email. Customer will be identified by Name, Email Address, and a Insiteweb Design assigned account number. Any disputed charge will be brought to the attention of Insiteweb Design within 7 days, via telephone or email, and allowed 5 business days to resolve, prior to using any other disputing means. Refunds for pre paid services, such as annual web hosting, are not issued unless there is a service failure by Insiteweb Design to provide the initial services ordered. In the event of a refund, all discounts for pre paid services, such as annual web hosting, will be forfeited and full price will be charged for the portions of service that were used. Any balances 15 days over due will result in a late fee of %10 of the overdue amount per week until paid in full and may result in service disruption and balances 30 days over due may prompt account cancellation or temporary account suspension, the start of collection vouchers, Better Business Bureau Complaints, State Licensing Inquires and any other means necessary to collect monies due. Insiteweb Design cannot refund any InterNIC / Network Solutions, DirectNIC, software fees or any fees that Insiteweb did not solely charge. In the event a customer payment is more that 30 days over due and that customer cannot be contacted by email or telephone, with at least 3 attempts, said customers account and any other accounts held or paid for by that customer may be cancelled with no fault towards Insiteweb Design. No refunds for any charge what so ever will be issue after 60 days, that is to say that after a period of 60 days has elapsed, from the date of any purchase or auto-payment, that purchase will not be refunded for any reason.

7a. Top20 Search Engine Position setup (referring to the "Top20 Search Engine Position Service" provided by Insiteweb Design): due to the time and cost involved top20 setup, researching and building, such a service the initial setup fee is not refundable. However, unless otherwise written, service fees after setup are refundable within 14 days of the serviced month, if Insiteweb Design does not provide the Top 20 results you requested.

8. Customer Responsibilities: It is the customers responsibility to keep their email address and other contact information current with Insiteweb Design, via our support form at www.insitewebdesign.com. Customer shall notify Insiteweb Design of any service or billing problems within 5 business days of the billing transaction. Customer will provide a 72 hour notice via email or register postal service for cancellation of any service. Email cancellations are not considered received by Insiteweb Design until the customer receives a reply from Insiteweb Design. For security reasons sll cancellation request must include the account holders first and last name, phone number, Insiteweb Design assigned account ID or domain name and last four digits of the credit card on file for the account.

9. **Privacy:** Insiteweb Design will not purposely share any personal customer information with any outside agency with the exception of advertising requested by the customer. For example search engine submissions and web site may include employee names, phone numbers, emails etc... Customers of insitewebdeisgn.com agree that they will not share information about services provided by insitewebdesign.com with others outside of their company, organization, group or entity, including but not limited to the cost of services and the types of services.

Insiteweb Design reserves the right to amend these Terms of Service at any time and without prior notice however customers may find up to date Terms of Service here at insitewebdesign.com at all times. All Insiteweb Design customers are made fully aware of the terms of service herein and by conducting any type business or relations with Insiteweb Design you signify your agreement to the terms of Service herein weather a signature is provided or not.

COMPANY: _____

PRINT FULL NAME: _____

I (customers signature) _____ ON (date) _____

AGREE TO THE TERMS AND CONDITIONS LISTED ON IN THIS AGREEMENT FOR THE PURPOSE OF INSITEWEB DESIGN SERVICES TO INCLUDE ALL OR ANY DOMAINS REGISTERED, SERVICES REQUESTED AND/OR BILLED IN MY NAME OR MY COMPANIES NAME.

~~~~~ END TERMS OF SERVICE AGREEMENT ~~~~~

**Please Fax to Insiteweb Design 206-202-4493**

or

Mail to:

Insiteweb Design (Attn: Legal)  
1270 N. Wickham Rd. Suite 16 #112  
Melbourne, FL 32935