

TERMS OF SERVICE

Classic Web Design provides website design, maintenance, and hosting services for select clients. This document describes our Terms of Service.

Hosting: While Classic Web Design (CWD) provides access to and billing for website hosting, we subcontract the hosting itself (the computerized storage of the software that comprises your website and provides Internet access to it) to an outside entity. We use only the most reputable servers with redundant network carriers but hardware failures do occur. We are in no way responsible for server operation or issues arising from their performance.

1. Terms of delivery

CWD operates on a 'pay-for-service' basis and payment is for hosting and work previously approved by the Client. Design and maintenance work is completed and operational before the invoice is tendered.

2. Invoicing and Payment

Invoices are delivered on the end of each calendar quarter. Hosting charges are for the coming quarter. All other charges are for the ending quarter. All invoices are payable within 21 business days of receipt.

3. Default in payment/late payment

In the event of non-payment of any invoice over 45 days, the associated website will be suspended and made unavailable to the public until payment is received.

4. Client Representations of content provided by Client, and indemnity thereof

Client is responsible for providing all website content. Client affirms that, to the best of Client's knowledge, CWD's use of the Client content will not infringe the rights of any third party. The Client shall indemnify CWD against all claims and expenses, including attorney's fees, due to the use of material for which Client obtained no release in writing or for uses that exceed authority granted by a release.

5. Code of fair practice and associated liability

CWD warrants and represents that, to the best of his/her knowledge, the work created by CWD is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that CWD has full authority to make this agreement; and that the work prepared by CWD does not contain any scandalous, libelous, or unlawful matter. Client expressly agrees to hold CWD harmless for all liability caused by the Client's use of CWD's product to the extent such use infringes on the rights of others.

6. Overall limitation of liability

Client's use of CWD services are at Client's sole risk. All services are provided on an as is basis without warranties of any kind, either express, implied, constructive, or statutory, including without limitation any implied warranties of merchantability, non-infringement or fitness for a particular purpose. Some jurisdictions do not allow the exclusion of implied warranties, so this exclusion may not apply to you in full.

CWD makes no guarantee of availability of service and reserves the right to change, withdraw, suspend, or discontinue any functionality or feature of the CWD service. In no event will CWD be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use or inability to use CWD services or any content thereof. This disclaimer 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.

7. Cancellation of website services

Cancellation is by written or emailed notice to CWD no less than thirty (30) days prior to the end of the current calendar quarter. Refunds are given for full unused months.

8. Acceptance of terms

Client will acknowledge acceptance of these terms (1) by e-mail through this link to <http://classicwebdesign.com/tos.htm> noting acceptance, or (2) by return in writing through US Postal Service. Electronic signatures shall be considered legal and binding.

Jill Probst
Classic Web Design

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