

PRO WEB DESIGNS TERMS & CONDITIONS

This Pro Web Designs (PWD) Software Installation, Hosting, and Web Design Agreement is subject to the following Terms and Conditions:

1. The Purchaser (End User) will not use the Software (Visual Web Tools) in any way that violates any international, federal, state or local laws, including without limitation, laws dealing with copyrights, indecent material, pornography, misrepresentation or other illegal or improper purposes. End User shall not use the Software for sending unsolicited e-mail messages or advertising (Spam).
2. In the event Purchaser is in violation of the terms of this Pro Web Designs Installation Agreement, this Agreement may be terminated at the option of PWD, except that PWD shall have the right to collect any unpaid fees pursuant to this Pro Web Designs Installation Agreement. Upon notice to the Purchaser, Purchaser shall make arrangements to have its data removed from Pacific Web Work's Inc. servers or any other servers used to host the Purchaser's data. Thereafter PWD, Pacific WebWorks Inc. or any other hosting company previously used to host the Purchaser's data shall have no further responsibility to maintain the Purchaser's data.
3. Purchaser agrees to indemnify and hold PWD, its service providers, distributors, resellers, affiliates, contractors, or Pacific Web Works Inc. harmless against, and in respect of, any and all claims, losses, expenses, costs, obligations, and liabilities PWD may incur by reason of Purchaser's failure to perform any of its commitments or covenants set forth in this Pro Web Designs Installation Agreement. If a party brings forth suit to enforce this indemnification provision, the indemnifying party shall be liable for all costs and expenses, including fees of attorneys incurred in prosecuting such action (or any appeals thereto), and such costs and expenses shall be included in any judgment that may be rendered.
4. Except as set forth herein, neither PWD, its service providers, distributors, resellers, affiliates, contractors, Pacific Web Works Inc., nor their authorized agents shall be liable for consequential, incidental, special, indirect, direct or other damages, including without limitation, loss of revenues or profit, lost or damaged data or loss of Purchaser's data or down time, as a result of the use of the software or other services or equipment of PWD or its service providers, resellers, affiliates, or contractors. If the software is proven to be defective or it is proven that PWD is negligent in maintaining the software, the maximum amount of damages shall be reimbursement of the cost of the software.
5. Purchaser's right to use software shall be nontransferable. This Installation Agreement contains the entire agreement between the parties and supersedes any prior oral or written agreement between the parties. The persons who have executed this Installation Agreement represent and warrant that they are authorized to sign in their individual and/or representative capacity as indicated.
6. Interest shall accrue monthly and the ANNUAL PERCENTAGE RATE OF 18 PERCENT PER ANNUM on all amounts that are not paid when due. Purchaser agrees to pay all court costs, collection costs, and attorney fees incurred in collecting amounts due pursuant to this Installation Agreement. After 30 days of delinquency, PWD retains the right to remove pages from viewing on the internet until all delinquent balances are paid.
7. Purchaser will be responsible to pay all charges for the use of their domain name following execution of this Installation Agreement. If PWD has agreed to pay domain registration fees for a specified period of time as part of this agreement, the purchaser will be responsible for renewing and maintaining their domain registration after PWD's specified period of time has expired. PWD will bill the purchaser the yearly registration fee of \$40.00 to keep their domain registration active.
8. If Purchaser elects to establish a merchant account, Purchaser authorizes merchant account provider or its agents to obtain any needed credit information from any major credit reporting agency. If an application is signed, the Purchaser will abide by the terms and conditions of the merchant agreement. The purchaser must contact the merchant account provider to cancel their account. The Purchaser may be charged a penalty if the merchant account is canceled within 1 year. Read merchant account contract for details.
9. Purchaser is aware of the monthly hosting fees stated in this Agreement and authorizes PWD or any vendors of PWD to directly debit these fees directly from the Purchaser's checking account and/or Purchaser's credit card unless other arrangements have been made between PWD and the Purchaser before signing this agreement. Purchaser may pay one full year of hosting fees in advance. Yearly hosting fees are non-refundable if hosting is cancelled before the year is completed.
10. This Agreement shall be renewed automatically on a month-to-month basis provided the purchaser is current on all monthly hosting fees due to PWD.
11. Purchaser shall contact PWD a minimum of 15 days before the monthly account debiting date to cancel the monthly hosting agreement and to avoid account debiting for that month.
12. Customer Service / Technical Support will begin within 24 hours of the execution of this Purchase Agreement.
13. Refund requests must be made via registered mail to Pro Web Designs, 8298 Whispering Elm Dr., Memphis, TN 38125 within 30 days execution of this agreement. PWD will only be responsible for refunding back to the Purchaser the purchase price minus programming and setup fees. Refunds are only available on portions of the website under development. Once approval was been obtained on a particular portion of the website, that portion of the work is non-refundable. No portion of the purchase price will be refunded unless written application is made within 30 days of agreement execution.
14. The purchaser represents to PWD and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to PWD for inclusion in webpages are owned by the purchaser, or that the purchaser has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend PWD, its service providers, distributors, resellers, affiliates, contractors, Pacific Web Works Inc., or their authorized agents from any claim or suit arising from the use of such elements furnished by the purchaser.
15. PWD and its subcontractors retain the right to display graphics and other Web design elements of the purchaser's website as examples of their work in their respective portfolios. All graphics created by PWD may not be transferred to another website or reused in any manner unless authorized by PWD.
16. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THIS AGREEMENT, UNLESS SPECIFICALLY SET FORTH HEREIN.