



Terms of Service

For customers utilizing website hosting, website development, or other services provided by Arbor Green Design

Following are terms of services for website hosting, domain registration, and website development services provided by Arbor Green Design. The customer shall provide contact information such as a phone number, billing address, and any other information necessary for Arbor Green Design to maintain website hosting and registration services. Any information not provided at sign-up will be requested by Arbor Green Design Web Design and provided by the customer. Providing initial payment or submission of an online order for service, indicates agreement to these terms of service.

1. Website Hosting Payment Terms: Billing for website hosting service will commence when the website hosting service is created, prior to development of a new website project. Website hosting and maintenance services are invoiced monthly. Payment is due the same day each month starting with the receipt of

the invoice. Termination of Website Hosting Services with Arbor Green Design requires a 30-day advance notification via phone, text message, or e-mail. If a customer chooses to activate their domain name through Arbor Green Design, their domain name registration will expire with their hosting service. Arbor Green Design reserves the right to change the rates by notifying customers 60 days in advance of the effective date of the change. Arbor Green Design reserves the right to cancel hosting and maintenance services at any time.

2. Website Hosting Pre-Payment Terms: Arbor Green Design may offer a discount for paying an entire year of hosting service up front. Refunds will not be issued in the case that a customer cancels their hosting service before the period they have pre-paid for.

3. Payment Terms Website Development:

- *A. Website Development:* Arbor Green Design requires a minimum of 50% down payment on all website development and design services. Down payment on website development is non-refundable, and down payment amount may be modified at Arbor Green Design's discretion. The final balance is due 15 days from completion of the website development project. If Arbor Green Design is developing a website that is not also hosted by Arbor Green Design, final payment for the project must be received prior to project launch or relinquishing ownership to the customer. Should a

development project span more than 30 days, customer will receive progress billing in the amount of at least 25% of the remaining balance each month, beginning on day 30 of development.

- *B. Add-Ons, Plugins, Extensions, and Themes:* Arbor Green Design requires 100% up front payment for all externally provided add-ons, plugins, extensions, or themes the customer desires. This payment is in addition to any Arbor Green Design service fees and is non-refundable.

4. General Payment Terms: Final payment is due 15 days after the date of project completion for all services. Accounts are in default if payment is not received 20 days after the invoice date. Accounts unpaid 60 days after the date of invoice will be subject to service interruption. Such interruption does not relieve you from the obligation to pay the monthly charge. Accounts in default are subject to an interest charge of \$5.00 or 1.5% per month on the outstanding balance, whichever is greater. If your state law does not allow an interest rate of 1.5% per month, the maximum allowable rate for your state will be charged. If you default, you agree to pay Arbor Green Design its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.

5. Content Responsibilities: The customer is responsible for all content posted or stored on their web hosting space. Arbor Green Design exercises no control

over the content or information contained on the servers used for hosting. Arbor Green Design will not be responsible for any direct, indirect, or consequential damages which may result from the use of this service by its customers or any other related or unrelated third parties. While data backups are created on a regular basis, Arbor Green Design is not responsible for backing up data or recovering data in case of loss on the customer's behalf. There are no warranties expressed or implied for the services the Arbor Green Design provides or the software used by the customer.

6. Service Interruptions: Arbor Green Design is not responsible for interruptions of service beyond its control. This includes interruptions by its suppliers, service providers, and natural disasters.

7. Account Credentials: The customer agrees to keep all user IDs and access codes/passwords confidential. Sharing of account information and passwords is strictly forbidden. If a customer believes that his/her user ID or password has been compromised, the customer agrees to contact Arbor Green Design immediately via e-mail or telephone.

8. Governing Laws: Arbor Green Design's office is located in Nolanville, Texas. This agreement will be performed in and governed by the laws of the State of Texas. Any claims or legal action arising out of this Service Agreement must be instituted within one year after the claim or cause has arisen. Arbor Green

Design reserves the right to discontinue service for violation of any of the conditions of this service agreement.

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to-, the initiation of any adjudicative action or proceeding, including arbitration.

9. Third Party Networks: Any access to other networks connected to Arbor Green Design's network must comply with the rules appropriate for that other network.

10. Disk Storage and Bandwidth: Arbor Green Design will monitor the customer's current disk storage and bandwidth. If usage exceeds a reasonable amount of data for a given month, Arbor Green Design will contact the customer in an attempt to make an arrangement for additional resources. If customer does not respond, or is unable to be reached, Arbor Green Design shall have the right to take corrective actions for exceeding resources. Such actions may include assessing additional charges, increasing service plan, temporarily discontinuing services, or terminating the current agreement. If the customer feels that more disk storage and/or bandwidth is required, it is the customer's responsibility to

contact Arbor Green Design (matt@arborgreendesign.com or 719-243-9180) to discuss options for increased disk storage and bandwidth allocation.

11. Content and Terms of Use: All services provided by Arbor Green Design may be used only in accordance with the law. Storage, documentation, transmission, or presentation of information- or data that violates US Federal, State, or City law is strictly prohibited. This includes, but is not limited to, copyrighted or plagiarized material, racist or threatening material, material that is obscene, pornography, “adult only” content, or material protected by other statute.

Arbor Green Design prohibits website hosting customers from participating in pirating unlicensed software, pirating audio or video files, listing hacker programs or archives, hosting warez websites, or pornography. The customer agrees to indemnify and hold Arbor Green Design harmless from any claims resulting from his/her use of Arbor Green Design’s services that damage the customer or another party. Use of Arbor Green Design’s web hosting and e-mail Services to send Unsolicited Commercial E-mail (UCE or “SPAM”) is strictly prohibited and may be cause for immediate account termination. The customer agrees to pay Arbor Green Design any reasonable expenses, including attorney and system administration fees, incurred in responding to complaints and damages caused by the action of sending Unsolicited Commercial E-mail.

12. Adherence to Proposal: It is the responsibility of the customer to review in full all proposals for website development, website design, and other services provided by Arbor Green Design. Should services or resources fall above the scope of the original proposal, Arbor Green Design reserves the right to either refuse project add-ons or invoice appropriately to account for additional time and materials needed. Payment for add-ons that fall above the scope of the original project is due prior to development or net 15 days, at Arbor Green Design's discretion.

13. Project Timeline: It is the responsibility of the customer to review the project timeline and adhere to the dates for deliverables on their part. Failure to meet deadlines imposed by Arbor Green Design will result in delay of project, or risk putting the project on hold. Arbor Green Design may invoice customer for additional resources should the delay of a project interrupt Arbor Green Design's workflow. Indefinite delay of a project may result in project termination, and a new development agreement must be reached prior to restarting the project. Down payments for services are non-refundable, and will not be returned to customer should a project be delayed or terminated as a result of the customer failing to adhere to project timeline.

14. Administrative Access: To prevent malware installation on our servers, full administrative access to a WordPress installation on Arbor Green Design's hosting services will not be granted to customers. Customers may request

access to specific features of a website, and access may be granted at Arbor Green Design's discretion.

15. Website Copyright: The copyright on any design or development Arbor Green Design conducts is transferred to the purchaser after full payment has been received for the website. If copyright transfer has been processed, customer may receive a full backup of their website upon cancellation or termination. This backup will include the entire file structure in a .zip file and, if applicable, an SQL file containing the MySQL database dump.

16. Website Go Live and Access: A project is considered complete when full development scope has been reached, and project is approved by the customer. Should customer request changes beyond what was agreed to in the original proposal, Arbor Green Design may complete these changes at additional cost. Once a project is considered complete, customer has one business week to launch the website, or provide Arbor Green Design with credentials necessary to bring the website live. Failure to launch a website within one week of completion of the project may delay go live date, and may incur additional expenses at Arbor Green Design's discretion. Once a project is complete, all changes requested will fall under Arbor Green Design's standard website maintenance schedule. Account access to website and written or verbal training, as agreed to in the initial proposal, will be granted only after final payment for the project is received by Arbor Green Design.

17. Termination/Cancellation Policy: Arbor Green Design requires a 30-day notice prior to canceling a website hosting account. Upon cancellation, you will be sent a bill with your final balance (up to 30 days after notification) after your cancel request. At the time of cancellation, all website files, email accounts, and e-mails will be deleted from our server; you are responsible for requesting a backup of these files should you need them for future use.