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Terms of Use (updated January, 2018)

Agreement for Web & Graphic Design Services

This agreement is between 'Client' (Purchasee) and 'Provider' (321enterprise)

1. AUTHORIZATION

'Client' is engaging above named 'Provider', a sole-proprietorship, as an independent contractor for the specific project of developing a web site. The 'Client' hereby authorizes 'Provider' access and "write permissions" to all directories and files of this account.

2. WEB & GRAPHIC DESIGN SERVICES

- A. Design to include web page layout: placement of text, graphics/photos, navigation links, external links and e-mail links, CSS stylesheet and installation into client hosting.
- B. Build to include installation of Open-Source CMS (WordPress) and use of a MySQL database (running PHP).
- C. Minor updates and changes to web site at no charge for one month beginning when web site is transferred to the internet for public viewing. Minor changes are limited to: changing wording, or making general design or text corrections. 'Provider' hourly rates will apply to retyping of lengthy text, adding new text, adding new pictures, adding new pages, or any other major changes not included in purchase.

3. FEES & PAYMENT

- A. All fees payable in US dollars.
- B. Web Design cost is variable and based on individual design.
- C. A down payment or full payment may be required prior to any work beginning.
- D. Payments will be accepted via check, PayPal, Visa, Mastercard, Discover, and American Express. Credit Card transactions will appear as Lewis A. Bean or 321enterprise on credit card statement.

4. COPYRIGHT AND TRADEMARKS

- A. The 'Client' represents to 'Provider' and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 'Provider' for inclusion in web site are owned by the 'Client', or that the 'Client' has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend 'Provider' from any claim or suit arising from the use of such elements furnished by the 'Client'.
- B. 'Provider' guarantees that any text, graphics, photos, designs, trademarks or other artwork has received the proper rights and/or licenses to be used on the web site. Use of 3rd party graphical element may require a statement at the bottom of the web page acknowledging the source of the graphical element. It is agreed by both 'Client' and 'Provider' that such statement shall remain on the web site so long as the graphical element remains. Under no circumstances shall these elements be used in any other media or marketing outside the individual web site, unless 'Client' receives direct authorization from the 3rd party.
- C. Copyright to the finished assembled work of individual web site produced and designed by 'Provider' is owned by 'Provider'. This ownership is to include rights to the design, any photos or graphics supplied by 'Provider', source code, and computer programs specifically designed for

this web site. Upon full and final payment of this contract, the 'Client' is assigned copyright to use on a single web site the design, graphics, and text contained in the finished assembled web site.

- D. All graphics, photos and text provided by 'Provider' are property of 'Provider' and may not be used in any media outside the single web site without permission or transfer of rights specified in writing between 'Provider' and 'Client'.

5. LIABILITY

- A. In the event that 'Client' or other agent acting on the behalf of the 'Client' accesses files and disrupts the layout or functionality of the web site, 'Provider' can work to get the web site back up and running at the regular hourly rate.
- B. Under no circumstances, including negligence, shall 'Provider', or any other company involved in the creation, production or distribution of the web site, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the 'Provider's' services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to 'Provider's' records, programs or services.

6. LAWS AFFECTING ELECTRONIC COMMERCE

The 'Client' agrees that the 'Client' is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend 'Provider' and it's subcontractors from any claim, suit, penalty, tax, or tariff arising from the 'Client's' use of Internet electronic commerce.

7. INTERNET ETIQUETTE

'Provider' is a developer of ethical web sites. As such, 'Provider' will not design, promote, or attach links to any site that includes adult content, nudity, obscene language or that encourages or promotes intolerance or discrimination of or towards people or peoples of any race, color, sex, creed or religion. Nor will 'Provider' design, promote or attach links to any site that advocates, encourages or practices the exploitation of any group or groups in society, including, and in particular, children, the elderly or the disadvantaged.

8. AUTHORSHIP CREDIT

- A. 'Client' agrees that 'Provider' may put a small byline link on the bottom of their web page establishing authorship credit. In order that Provider may remove their byline in the event of the design being altered, it is mutually agreed that 'Provider' will be notified of any design changes to this web site.
- B. 'Provider' may use 'Client' web site as a sample of work in print or through a web site link.

9. CONFIDENTIALITY

'Provider' may, during the course of providing services hereunder or in relation to this contract have access to, and acquire knowledge regarding materials, data, systems, and other information of or with respect to 'Client' which may not be accessible or known to the general public. Any knowledge acquired by 'Provider' from such materials shall not be used, published or divulged by 'Provider' to any person, firm or outside source without the express written consent of 'Client'.

10. ENTIRE UNDERSTANDING

This constitutes the sole agreement between the 'Provider' and 'Client' regarding its web design and graphic service. This agreement shall be governed and construed in accordance with the laws of the State of Florida.