** Terms of Service**

USWEBWORX, LLC prides itself on providing the highest quality marketing & technology services. Please take a moment to review our Terms of Service / Service Level Agreement.

USWEBWORX, LLC Technology & Marketing / USWEBWORX, LLC (hereinafter referred to as “USWEBWORX. LLC“) provides internet website services including but not limited to website hosting, website development, programming, graphic design, search engine optimization and other marketing services.

USWEBWORX, LLC has professional and ethical guidelines regarding the use of its services as detailed in the following Terms of Service agreement below. USWEBWORX, LLC reserves the right to suspend or cancel a customer's access to any or all services provided by USWEBWORX, LLC if it is decided that the account has been inappropriately used as defined by this agreement.

By accepting USWEBWORX, LLC Terms of Service (TOS) electronically or in writing, and/or by using our services, including but not limited to, submission of content to USWEBWORX. LLC, payment or authorization of payment, you (Customer) agree to be bound by the following terms and conditions. The Customer also agrees that Customer's electronic acceptance of this TOS shall have the same force and effect as if Customer had agreed to this TOS in writing. The customer agrees to be bound by the Click-Wrap laws associated with online software.

PLEASE READ THIS AGREEMENT CAREFULLY. BY ORDERING ONE OR MORE OF OUR SERVICES YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT. YOUR USE OF THESE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. Activation of the services shall indicate Customer's acceptance of this Agreement. Subject to the terms and conditions of this Agreement, USWEBWORX, LLC will provide to customer the services selected.

**Usage Policy**
Under this agreement, the Customer shall comply with USWEBWORX, LLC current "Terms of Service", as amended, modified or updated from time to time by USWEBWORX. LLC, which currently can be viewed at http://www.USWEBWORX.com/, and which is incorporated in this agreement for reference. USWEBWORX, LLC may amend, modify or update this agreement or the Terms of Service policy at our sole discretion, and customer shall be bound by any such amendment, modification or update. USWEBWORX, LLC may, but is under no obligation to, provide notice of any amendment, modification or update of this agreement or the Terms of Service Policy.

USWEBWORX, LLC does not intend to systematically monitor the content which is uploaded to, stored on or distributed or disseminated by any customer via our services (the "Customer Content"). Accordingly, under this agreement, the client will be responsible for all content and activities surrounding or related to any content distributed via Customer Content. Not withstanding anything to the contrary contained in this agreement, USWEBWORX, LLC may immediately take corrective action, including removal of all or a portion of the customer content and place a hold on the customer's account in the event of any violation of Terms of Service. In the event USWEBWORX, LLC takes corrective action due to a violation of Terms of Service, USWEBWORX, LLC shall not refund to customer any fees paid in advance of such corrective action. Customer hereby agrees that USWEBWORX, LLC shall have no liability to customer or any of customer's customers due to any corrective action that USWEBWORX, LLC may take (including, without limitation, discontinuation of Services).

**Electronic Delivery Policy**
USWEBWORX, LLC is a website-related business and communicates with its Customers through electronic means. When the Customer accepts this TOS the Customer consents to receive electronic data from USWEBWORX, LLC any notices, agreements, disclosures, or other communications (Notices). The Customer agrees that USWEBWORX, LLC may send electronic Notices in either of the following ways 1) To the email address provided to USWEBWORX, LLC at the time of sale or 2) to the new email address account the Customer set up through USWEBWORX. LLC. The Customer agrees to check the designated email addresses regularly for Notices. Notice from USWEBWORX, LLC is effective when sent by USWEBWORX. LLC, regardless of whether the Notice is read or received by The Customer.

**Interstate Communications**
The Customer acknowledges that by using USWEBWORX, LLC services the Customer will be causing communications to be sent through USWEBWORX, LLC computer networks, which may be located throughout the United States. Due to the nature of electronic communications, even communications that seem to be intrastate can result in the transmission of interstate communications. The Customer acknowledges that use of USWEBWORX, LLC services results in interstate data transmissions and may result in trans-border transfer of personal data. The Customer hereby consents to the collection; processing and trans-border transfer of such personal information as the Customer may provide or make available to USWEBWORX, LLC.

**Quotations**
Quotations are valid for 30 days and are non-binding. Pricing is subject to change upon the full scope of the project.

**Website Construction Procedure**
With help and input from the Customer, USWEBWORX, LLC will prepare the appropriate custom design and work with the content provided by the Customer for development of the site. The Customer must submit content to the design department before site construction begins on the custom website. The Customer must submit content via email unless otherwise agreed. USWEBWORX, LLC will provide a digital image, template or mock-up of the project design to the client for review prior to completion of the project (including further programming of website design). Upon approval and acceptance, the project will be completed. USWEBWORX, LLC will provide up to 3 project templates for approval. If the client requests additional templates, a fee of $125 per hour (max rate) will apply for any additional design labor.

We use an advanced templating system that is licensed to USWEBWORX, LLC and is non transferrable to other hosting providers, see cancellation notices below

After approval and acceptance of the final project design, the website/application will be developed. Prior to the website being turned live the Customer will receive a missing information notification if content has not been submitted and is incomplete. The Customer will then have two weeks to submit complete content. If complete content is not received the website will then be turned live or published “as-is”. If the website is published online without all of the pages completed due to incomplete content those pages may staged and developed in the future.

The design and content layout are completed by USWEBWORX, LLC from information provided by the Customer. As stated in the contract USWEBWORX, LLC has design autonomy. If the Customer requests new design elements or a redesign it's up to USWEBWORX, LLC to determine the additional fees associated with any graphical or programming change. Once USWEBWORX, LLC has shown the client design or the finished program it will be turned live. If the Customer has not yet transferred their existing domain the site will still be considered live behind the build (staging) address and the Customer will be responsible for monthly billing. USWEBWORX, LLC will not be held liable for accuracy of information, typos, or spelling errors in any of the content submitted and approved by the Client. Once the site is live the Customer will be notified by email that the website is now live.

The Customer understands, agrees and acknowledges that USWEBWORX, LLC does not guarantee a time frame for completion of ANY custom website. A custom website cannot be completed without submission of complete content, design components, content, Keyword approvals and any related information connected to SEO services which is to be provided by the Customer. If the Customer continues submitting additional content throughout the design process, the design time frame is increased. If the Customer does not submit complete content and USWEBWORX, LLC is not able to start or complete the custom website design, the Customer is still responsible for all fees incurred including, but not limited to, set-up, enhancement and monthly hosting fees that begin accruing from date of agreement. If the Customer's website requires custom programming, functionality, flash, e-commerce or the use of a database, the overall development time will be extended; **Maintenance is required on ALL DATABASE sites as long as they are LIVE!**

**Client Approval**
The Customer is responsible for testing the functionality of the website upon USWEBWORX, LLC request for approval, and notification that the website has been completed. This includes, but is not limited to, functionality of all website pages, database, e-commerce store, payment functions, galleries, forums etc. Upon Customer approval of the website to go live Customer agrees services have been rendered and functionality of website has been tested and approved by the Customer.

The Customer understands and agrees that if the Customer does not respond within 5 business days to USWEBWORX, LLC notification that the website has been completed, the website along with the functionality of the website and services rendered, will be deemed to be approved and accepted by the Customer, and the website will be taken live “as-is”.

In the event that USWEBWORX, LLC completes all of the work per the original agreement, USWEBWORX, LLC reserves the right to move the site live and deem the work to be completed without Customer's permission if Customer will not or did not give approval of the work.

**Website Change Requests Before and After Website is Published and "Goes Live"**
USWEBWORX, LLC agrees to build a website/database/application to the specifications listed in the work order/contract/agreement. Any additions or changes requested outside of the scope of the original work order/contract/agreement, either prior to the custom website going live, or after the site has gone live, will be billed at USWEBWORX, LLC standard hourly rate ($95.00 per hour). USWEBWORX, LLC is not obligated to complete Customer requests or changes outside of the scope of work on the original work order/contract/agreement. If USWEBWORX, LLC does not agree to Customer requests or changes with a new work order/contract/agreement, the Customer is still obligated to pay all fees incurred and due.

**Database/Programming**
USWEBWORX, LLC does not guarantee a time frame for completion of ANY custom database or custom programming.

The Customer is responsible for testing the functionality of the website upon USWEBWORX, LLC notification that the website has been completed. This includes, but is not limited to, testing the functionality of the custom database or programming.

USWEBWORX, LLC will instruct Customer as to the use of the custom database and the inputting of data related to such database, however, data entry is the sole responsibility of the Customer unless otherwise indicated with the work order/contract/agreement. If the Customer requests USWEBWORX, LLC to enter data into the database, the Customer will be charged, and agrees to pay, for such data entry at USWEBWORX, LLC standard data entry rates. At no time shall a Customer be permitted access to the cPanel hosting program, email programs or root servers. All technical configuration and programming shall be the sole responsibility of USWEBWORX. LLC.

**Deposits:**
A non-refundable deposit of 50% is required to initiate any service including but not limited to website design, website edits, hosting account configuration, email account configuration, SEO, SEM, database programming, domain registration, etc. Payment in full is required at completion of services and/or project(s).

**Domain Transfers:** **These are done after the website has been paid in full**

**Cancellation Policy & Term of Agreement**
The initial term of this agreement is determined in the original order form or request (the "Initial Term"). The Initial Term shall commence on the day the account is setup on our servers. After the initial term, this agreement shall automatically renew for successive terms of equal length as the initial term, unless terminated or cancelled by either party as provided in this section. The initial term and all successive renewal periods shall be referred to, collectively, as the "Term".

**USWEBWORX, LLC reserves the right to cancel any subscription with cause**.

**Important Notes:**

Cancellation requests received after the required cancellation time frame (30 days prior to the annual anniversary or renewal date) will become effective at the next annual anniversary date. All cancellations must be submitted in writing by 1st class mail or email. There will be NO REFUND or PRORATED Charges if Customer leaves or requests to leave. Cancelling means you waive the templating system mentioned above which in laymens terms means it will break your website when you move to another web host.

**Early Termination by Client:**

There will be a charge of $29.95 per domain to transfer to new register, this is for my time to do so. Maintenance will be charged on the back end if leaving before renewal date. I didn’t kick you off the server you left on your own accord.

**Billing and Payment**
All fees for the services shall be in accordance with USWEBWORX, LLC fee schedule then in effect, the terms of which are incorporated herein by reference, and shall be due at the times provided therein.
Initial deposit is required before initiation of work on the project. If changes are requested exceeding the initial project design, fees of $125 per hour (MAX Charge) will apply to any edits or additional programming. These expenses include copywriting, digital photography, and stock photography. These fees will be invoiced after the completion of the Web project. The balance is to be paid on completion of the project and prior to uploading the website unless otherwise agreed.

*Fee Structure:* Fees will become due with an annual billing mode USWEBWORX, LLC reserves the right to charge your account up to 21 days prior to the due date.

*Late Fees:* USWEBWORX, LLC will assess a 1.5% late fee per month on any unpaid balances over 30 days.

If fees are not paid to USWEBWORX, LLC for open contracts or service fees the customer understands that USWEBWORX, LLC works with an external collection agency for purposes of debt collection. USWEBWORX, LLC reserves the right to use our internal attorney or an external collection agency in an attempt to collect on balances due. The customer acknowledges that additional fees will be required for debt collection. The customer agrees to pay any and all collection costs of up to 40%, court costs, and all attorney fees. The customer also acknowledges that during this time of missing a payment their site will be closed.

**CPU Usage**
Customer agrees that customer shall not use excessive amounts of CPU processing on any of USWEBWORX, LLC servers. Any violation of this policy may result in corrective action by USWEBWORX. LLC, including assessment of additional charges, disconnection or discontinuance of any and all services, or termination of this agreement, which actions may be taken in USWEBWORX, LLC sole and absolute discretion. If USWEBWORX, LLC takes any corrective action under this section, customer shall not be entitled to a refund of any fees paid in advance prior to such action. We are not to be used as a file server for storing your email, photos and other files.

**Prohibited Content**
Any type of pornographic materials, hate materials, racial materials, or unlawful practices, MP3's, Warez or other illegal content and materials are strictly prohibited and grounds for immediate termination of account.

Customer represents and warrants to USWEBWORX, LLC that the customer owns or has the right to use the customer content and material contained therein, including all text, graphics, sound, music, video, programming, scripts and applets, and the use, reproduction, distribution and transmission of the customer content and any information and materials contained therein does not, and will not, (i) infringe or misappropriate any copyright, patent, trademark, trade secret or any other proprietary right of a third party, or violate any criminal laws or constitute false advertising, unfair competition, defamation, an invasion of privacy, violate a right of publicity or violate any other law or regulation.

The customer agrees to hold harmless USWEBWORX, LLC for all images, pictures and content listed on the website. During the construction process USWEBWORX, LLC may use images provided by the Customer or from Royalty Free sources or search engine results online. At no time does an USWEBWORX, LLC use right managed images or images from known copyright protected sources. If the Customer is contacted from a source which asserts an image is copyright protected USWEBWORX, LLC only responsibility is to remove the image for the customer with another image found online, by using a clipart service or with an image provided by the Customer.

**Negative Comments/Slander/Libel**
The Customer specifically agrees not to engage in negative comments, libel or slander regarding USWEBWORX, LLC including but not limited to publishing, or causing to be published, complaints or derogatory comments about USWEBWORX, LLC in any format, including but not limited to, print, newspaper, television, and radio or on internet complaint sites, blogs or other public internet forums. Should there be a breach of this condition USWEBWORX, LLC will be entitled to liquidate damages in the amount of $2,500.00 for each publishing or posting. If said breach occurs on an internet complaint site each hit or visitor to that website will be considered an individual breach of this condition, and subject to additional liquidated damages of $100 per occurrence. Further, USWEBWORX, LLC shall be entitled to litigate this matter, and obtain the money damages together with injunctive and punitive relief. The prevailing party to that litigation shall be entitled to an award of attorney's fees. Slandering and refusal to make payment will result in closure of the page, I hope to never do this but if pushed I will!

**Intellectual Property Policy**
USWEBWORX, LLC respects intellectual property laws, including those applicable to copyright and trademark, and the intellectual property of others. USWEBWORX, LLC may terminate accounts for copyright or trademark infringement, or for any other reason USWEBWORX, LLC deems appropriate as it may relate to Customer's use of another’s intellectual property, copyright protected materials or trademarks.

**Disclaimer of Warranty**
The customer agrees to use all Services and any information obtained through or from USWEBWORX. LLC, at customer's own risk. Customer acknowledges and agrees that USWEBWORX, LLC exercises no control over, and accepts no responsibility for, the content of the information passing through USWEBWORX, LLC host computers, network hubs and points of presence or the Internet. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. NONE OF USWEBWORX. LLC, SUBSIDIARIES OR AFFILIATED CORPORATIONS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES OR ANY EQUIPMENT USWEBWORX, LLC PROVIDES. NO REPRESENTATIVE OF USWEBWORX, LLC WILL MAKE ANY WARRANTY THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. USWEBWORX, LLC IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S CUSTOMERS VIA THE SERVICES PROVIDED BY USWEBWORX. LLC. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY REPRESENTATIVE OF USWEBWORX, LLC WILL CREATE A WARRANTY, NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. The terms of this section shall survive any termination of this Agreement.

**Indemnification**
Customer agrees to indemnify, defend and hold harmless USWEBWORX. LLC, its subsidiaries and affiliated companies, and each of their respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to customer's use of the services, any violation by customer of Terms of Service, any breach of any representation, warranty or covenant of customer contained in this agreement or any acts or omissions of customer. The terms of this section shall survive any termination of this agreement.

Under no circumstances, including negligence, shall any representative of USWEBWORX, LLC be liable for any indirect, incidental, special, consequential or punitive damages, or loss of profits, revenue, data or use by customer, any of its customers, or any other third party, whether in an action in contract or tort or strict liability or other legal theory, even if USWEBWORX, LLC has been advised of the possibility of such damages. No representative of USWEBWORX, LLC shall be liable to customer, any of its customers, or any other third party, for any loss or damages that result or are alleged to have resulted from the use of or inability to use the services, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to USWEBWORX, LLC records, programs, equipment or services.

This limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this agreement. The terms of this section shall survive any termination of this agreement.

All provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Customer consents and agrees that venue shall be in Essex County, Massachusetts for any action brought with regard to this Agreement and that the courts in Essex County, Massachusetts shall have personal jurisdiction over Customer to the extent that personal jurisdiction may be necessary to enforce any of the provisions of this Agreement. You agree to waive the right to trial in any proceeding that takes place relating to or arising out of this agreement.

**Force Majeure**
USWEBWORX, LLC shall not be liable for failure or delay in performing it obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, website and/or hosting account breaches, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the services.

**Entire Agreement; Severability**
This Agreement represents the entire agreement between the parties, and supersedes all previous representations, understandings or agreements. If any provision of this agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this agreement shall remain in full force and effect.

Customer hereby represents that he or she is either an individual entering this agreement for his or her personal use and is over 18 years of age, or a sole proprietor, corporation, limited partnership or other legal entity, duly organized, validly existing and in good standing under the laws of the state of its organization and the person acting on behalf of customer is duly authorized to accept, execute and deliver this agreement on behalf of customer.

USWEBWORX, LLC has zero tolerance for UBE/UCE (unsolicited bulk email/unsolicited commercial email). This policy protects our customers as well as the internet community from the negative effects of "spam" related activity. USWEBWORX, LLC defines UBE/UCE as unsolicited broadcast or commercial email that is sent to addresses that do not affirmatively and verifiably request such material from that specific sender.

**Tort Claims and Other Claims**
The Customer waives all tort claims, strict liability claims and any and all other legal and equitable claims to the extent permitted by law against USWEBWORX. LLC, its subsidiaries, affiliates, officers, employees and agents. The relationship between the parties is contractual in nature only. The Customer waives any tort claims that arise by act, or omission. The Customer further agrees that it may only bring claims against USWEBWORX, LLC in Client’s individual capacity and not as a member of a class.

**Our Policies**
USWEBWORX, LLC customers or any user of bandwidth and/or services on our network (herein described as 'users') are prohibited from sending UBE/UCE. Users may be asked to produce records that verify that explicit affirmative permission was obtained from a recipient before a mailing was sent. USWEBWORX, LLC may consider the lack of such proof of explicit affirmative permission of a questionable mailing UBE/UCE at its sole discretion.

Valid complaints received by USWEBWORX, LLC may lead to immediate termination or suspension of the service. USWEBWORX, LLC may block traffic without prior notice to and from the IP address involved in the UBE/UCE complaint until the problem is resolved and preventative measures have been implemented to prevent the violation from recurring.

**Electronic Signatures**
A signed agreement or contract, making payment, or submitting information or documents to USWEBWORX, LLC so that USWEBWORX, LLC may perform services for the client, the same shall constitute an electronic signature as defined by Mississippi General Laws - Electronic records or electronic signatures governed by Chapter 110G, Section 4.

**Renewals:**

Renewals are sent out 60 days in advance, if you need to make arrangements for a payment plan it must be done within the 60 day renewal, but no later than the 45 day prior. After 45 days is up no payment plan will be accepted, if you take it upon yourself to mail a partial payment you have 15 days to pay in full unless other arrangements have been made in advance.

If you go 30 days without making good on your renewal you will be closed until full payment has been rendered.

After 31 days there will be a $75 fee to re activate your site plus your payment.

If you go 30 days without you will be deleted from the server. Once deleted if you want it restored you will pay for a new site. No Exceptions!

If the domain is in my name it will NOT be released until the payment has been made and clears my account.

If you tell me you are leaving then **on day you are due to be gone or paid up you will be closed (suspended) if this day falls on a Sunday it will be done on Saturday at close of business**

**Social Media**

If you are in contract with USWEBWORX, LLC with Social Media then the owner is an Admin and does pay raises per every 10K Fans up to 500K Fans. This is within the scope of work that it takes to maintain such a large following and social media is a 7 day work, once on social media it is my job to represent your brand your job to make sure I am compensated for such. In the event that these terms are not met USWEBWORX, LLC reserves the right to disable the account.

**Transfer Out:**

You forfeit ALL software used to build, maintain and keep back ups of said account. Another words your website will break once you move.

**These Terms of Service are subject to change at any time without notification.**