

Upon acceptance of this Agreement by (“Company”) the customer contracting the services of Company’s services hereunder (“Customer”) agrees to and shall be bound by each and all of the following provisions:

1. Company owns all rights to works it creates, however customer may use said works so long as the Customer’s account with Company is current and not past due.
2. Customer is responsible for all content where the website has the ability to add content online using a web browser.
3. Customer may not use any work created by Company or its vendors in any way that is misleading and/or unlawful.
4. Customer shall not interfere with Company’s security and Customer shall provide written notice to Company of any breach in security Customer becomes aware of.
5. Customer may not use any services provided by Company for any illegal purposes nor may Customer use any services provided by Company that would result in a breach of Customer’s obligation to a non-party to this agreement.
6. Customer may not use Company’s Free Services for advertisement any for profit venture without written consent of Company.
7. Customer agrees not to use the Company’s work to promote obscene or hateful content, nor allow anyone else to use the Company’s work to promote obscene or hateful content
8. Customer represents that any content provided to Company to create a website, Customer has the right to allow Company the use of said content in creating the Customer’s website.
9. Company may remove content by Customer or non-parties to this contract that Company in its sole opinion believes violates any term of this agreement
10. Customer shall maintain and provide Company a valid PayPal.com e-mail address that Company can use to communicate with Customer
11. Customer may not assign its rights or responsibility under this agreement to any non-party to this agreement
12. Company may terminate this agreement if Company no longer offers a service provided to Customer or if Customer breaches this agreement.
13. If the Company ceases to provide a service in a service package, Customer may terminate this agreement within 30 days of notice of the intent to stop offering said service, however if customer fails to terminate this agreement as required herein, it is deemed as acceptance of the new service package and rate
14. If the Company changes its rates, Customer may terminate this agreement within 30 days of notice of the intent to change said rate, however if customer fails to terminate this agreement as required herein, it is deemed as acceptance of the new rate
15. Customer may terminate this agreement after any minimum term of service has been met by the Customer providing a written notice 30 day prior to the Customers desired date service is to terminate.
16. Customer agree to indemnify and hold harmless Company, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of Customer’s use of the Website, including but not limited to Customer’s violation this Agreement.
17. This Agreement shall be governed by the laws of the Great State of Michigan, and if a dispute arises, no cause of action shall be filed in any court other than in a court having jurisdiction over the subject mater in the county where the Company’s principal location is located.
18. THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, THAT IS NOT EXPRESSLY SET FORTH IN WRITING HEREIN.
19. Company reserves the right to place a hyper-link to Company’s website on all websites created by Company.
20. Company reserves the right to use any work created for any other purpose Company sees fit and Customer, agents, vendors, vendor’s employees and contractors, heirs, and guest of the event shall not be entitled to any compensation. Customer agrees to hold Company harmless for any use of any work created by Company.
21. Customer must file all legal claims or causes of action within one year of the event and said failure to file said claim or cause of action waives Customer’s right to any award.
22. In the event Customer provides content to Company, Company shall not be held liable for any loss or damage of said content and Customer shall hold Company harmless for any lose or damage to said content.
23. The parties agree and understand that litigation can be expensive and therefore, Customer’s sole remedy shall be limited in any event to the contract price and Customer seeking any amount in excess of the contract amount terminates all of Customer’s right to any recovery.
24. Company and its vendors shall not be liable for any failure or delays in providing service for any reason, nor for any consequential or incidental damages of any kind whatsoever beyond the portion of the contract not performed herein be Company. Also Company shall not be liable for any loses caused by Acts of God.
25. Customer agrees to maintain a paypal.com account for making payments to Company and Company may suspend or terminate service if Customer fails to make the required payment on time. Any invoice not paid within thirty (30) days of invoice date shall be subject to a late payment charge until said invoices are paid, with a minimum late payment charge of ten dollars in months when a charge is due, or at the maximum rate allowed by law, whichever is less. Customer may pay not using PayPal.com, however, Customer shall pay a service charge of \$10 for each invoice Company is required to send not using PayPay.com In the event that any check is tendered in payment of amount due Company is returned by the bank for any reason, the applicable Customer’s account shall be assessed a service charge equal to two times the service charge Company’s bank charges Company which shall be in addition to any other legal right available to company.
26. If company takes any legal action to enforce this agreement, Company shall be entitled to an award of reasonable attorney’s fees in addition to any other relief granted.
27. Should a court of competent jurisdiction find any provision of this Agreement to be invalid or unenforceable, the remaining portion of this Agreement shall remain in full force and effect.