



## Terms of service

### 1.) Domain Name Registration

Watier Design will setup the client's domain name for their web site at no cost when contracted for web site design is agreed upon. Domain names are registered with Watier Design and the cost of the domain name is included in the client's web site design fee. If the client cancels web site design service, they will be billed for the cost of the domain name registration. Upon payment of the cost of the domain name, the name will be transferred to the client for ownership.

### 2.) Content

All services provided by Watier Design may only be used for lawful purposes. And also, copyrighted material, material we judge to be threatening or obscene, or unethical, or material which may negatively impact the reputation of Watier Design. The client agrees to indemnify and hold harmless Watier Design and vendors of Watier Design from any claims resulting from the use of services.

### 3.) Zero Tolerance Spam Policy

Watier Design and web/email server vendors take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double optin" will be treated as spam. Any user who sends out spam will have their account terminated without notice.

Watier Design and web/email server vendors reserve the right to charge the holder of the account that was used to send the unsolicited e-mail a clean up fee. This cost of the clean up fee is left entirely to the discretion of Watier Design and vendors. All rights reserved.

### 4.) Web/email Server

Watier Design and web/email server vendors reserve the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with any policy, at their sole discretion. Watier Design and web/email server vendors also reserve the right to make any such modifications in an emergency at their sole discretion.

### 5.) Backups and/or Loss of Data

Watier Design will back up files and data associated with client's web site and take reasonable steps to ensure client service is not interrupted. If client service is interrupted Watier Design will take reasonable steps to move client to another web/email server vendor for service.

### 6.) Disaster Recovery

In the case of natural or national disasters Watier Design will take reasonable steps to ensure client service is not interrupted. If client service is interrupted Watier Design will take reasonable steps to move client to another web/email server vendor for service.

### 7.) Payment Information

Client agrees to supply appropriate payment for the services received from Watier Design. Clients will be billed in advance for hosting services and billed upon completion for web site design.



Client agrees that until and unless they notify Watier Design in writing of their desire to cancel any or all services received, payment should be made within 10 days of receipt of invoice and hosting services will be billed or automatically charged to a credit card designated by the client on a recurring basis.

#### 8.) Price Change

Watier Design reserves the right to change pricing at any time. Clients impacted by price changes will be notified 60 days prior to the price change. Prepaid plans are not impacted by price changes. Watier Design reserves the right to change prices listed on [watierdesign.com](http://watierdesign.com) at any time. Pricing is not agreed upon by Watier Design until web design contract is signed by the client and Watier Design jointly.

#### 9.) Cancellation

Watier Design and web/email server vendors reserve the right to cancel the clients account at any time. Clients may cancel hosting service at any time. At time of cancellation client assumes full responsibility of their web site and domain name transfers or renewals.

#### 10.) Refund

Watier Design will refund prepaid hosting fees upon clients request in writing to discontinue service and their written request for a refund. Watier Design will calculate the hosting services received and provide the client with a refund for unused services by check or credit card refund within 30 days.

#### 11.) Bandwidth Usage

Client is allocated a monthly bandwidth allowance of 2000 Meg per month. Should the client's web site exceed the allocated bandwidth amount, the client will be notified. Watier Design reserves the right to charge the client up to \$5.00 for each 2000 Meg of additional bandwidth allocated per month over the 2000 original allocation. If the bandwidth allocation is not resolved, Watier Design reserves the right to suspend the account until the start of the next allocation. Unused bandwidth transfer in one month cannot be carried over to the next month.

#### 12.) Indemnification

Customer agrees that it shall defend, indemnify, save and hold Watier Design and web/email server vendors harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Watier Design, Tammy Watier, and web/email server vendors of Watier Design, agents, customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless Watier Design, Tammy Watier, and web/email server vendors of Watier Design against liabilities arising out of;

- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Watier Design;
- (2) any material supplied by client infringing or allegedly infringing on the proprietary rights of a third party;
- (3) copyright infringement and (4) any defective products sold to customers from Watier Design created web sites, or web/email server vendors.



13.) Disclaimer

Watier Design and web/email server vendors will not be responsible for any damages clients may suffer. Watier Design and web/email server vendors make no warranties of any kind, expressed or implied for services provided. Watier Design and web/email server vendors disclaim any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused Watier Design and web/email server vendors and employees.

14.) Watier Design and web/email server vendors reserve the right to revise policies at any time without notice. Terms of service for Watier Design will be available on the home page of [www.watierdesign.com](http://www.watierdesign.com).