



MtnWebs.com

Terms of Service Agreement

www.mtnwebs.com

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By accepting the written estimate client agrees to the Terms of Service Agreement. A non-refundable deposit of half of the design/development fee is due at acceptance of the written estimate. Fee balance is due upon completion of initial design.

Upon approval and payment of design/development and hosting of the site the Client owns all rights to all materials generated for them by MtnWebs LLC and Client may reproduce and/or distribute their material.

Client pledges all materials submitted for the website are the sole property of the company and that no other entity has rights of any kind to the submitted materials. Furthermore, Client indemnifies MtnWebs LLC from legal liabilities should submitted material be copyrighted by another party.

Client allows MtnWebs LLC full access to any information regarding Client's web account. Notwithstanding, MtnWebs LLC pledges to never disclose any information regarding Client information of any kind without Client's prior agreement, or as may be required by law or lawful process.

Client may terminate service with MtnWebs LLC at any time. Should client choose to terminate service, Client agrees to notify MtnWebs LLC in writing thirty (30) days prior and to pay all fees due and/or charges incurred until the advised termination date. Client agrees to pay MtnWebs LLC the entire website design/development fee even in the event of an early termination (before website completion) at which time MtnWebs LLC will relinquish all files and proprietary materials to Client. Should Client fail to provide materials for any reason towards the design of website within ninety (90) days from date of contract all design work and design fees will be forfeited by Client and a new estimate/terms of service agreement and fees will be necessary in order to continue web design with MtnWebs LLC. In addition, should client fail to pay balance of design fee within thirty (30) days of final payment invoice, MtnWebs LLC reserves the right to disable website functions until balance is paid. Upon payment of delinquent accounts, MtnWebs LLC will enable website and relinquish all files to client and dissolve Client relationship.

MtnWebs LLC reserves the right to terminate service with Client and agrees to notify client thirty (30) days prior to termination date. In the event of service termination, MtnWebs LLC will relinquish all files, access information and any proprietary materials to Client.

Client agrees to allow MtnWebs LLC to display a screen image, logo, and/or link to the company site for the purpose of promoting the site as part of MtnWebs.com design portfolio.

MtnWebs LLC will endeavor to provide a professional, functional and user-friendly and searchable web presence for client. MtnWebs LLC pledges to develop the website in a timely manner, however, considerations must be made for content and graphic development and approval.