

Terms of Service

1. ACCEPTANCE OF TERMS*

- This AGREEMENT is dated and in effect as of the ____ of _____, _____, between _____ of _____, hereafter referred to as "Client" and Schweb Design, LLC. This agreement is with respect to the design and/or re-design of Client's website or facets thereof, hereinafter referred to as the "Service" or "Web Design Project," to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, hereinafter referred to as "Hosting Service," or provided on portable media at the Client's option. Whereas, Schweb Design, LLC is a professional web designer of good standing; Whereas, Client wishes Schweb Design, LLC to create certain Service described more fully herein; and Whereas, Schweb Design, LLC wishes to create such Service; The Client hereby authorizes Schweb Design, LLC to access this account, and authorizes the Hosting Service to provide Schweb Design, LLC, with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. The Client also authorizes Schweb Design, LLC to submit the completed Web Design Project to major Web Search Engines unless otherwise communicated by Client. Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

Schweb Design, LLC provides its service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://www.schwebdesign.com/termservice.php> . In addition, when using particular Schweb Design, LLC services, you and Schweb Design, LLC shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

Acceptance of the TOS is absolute and applies to you as an account owner regardless of the type of websites contained within your account. You, as the account owner, are ultimately responsible for all sites within your account and for each site's adherence to these Terms of Service.

2. DESCRIPTION OF SERVICE

- Schweb Design, LLC currently provides clients with a wide variety of web design / web development (the "Service") including but not limited to website updates, website renovation, website design, website wireframing, website advertising, website project management, website search engine optimization, website copy writing, website usability analysis, website validation, website recoding, website standardization, website use seminars or tutorials, website technical support. You also understand and

agree that the service may include certain communications from Schweb Design, LLC, such as service announcements, administrative messages and newsletters, and that these communications are considered part of your Schweb Design, LLC account service; however, you will be able to opt out of receiving them. This applies only to the primary accountholder's information. However, Schweb Design, LLC will not be held liable for any loss or damage cause by any unintentional contact that may occur. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Schweb Design, LLC assumes no responsibility for the timeliness, deletion, mis-delivery or failure for you to download and view your website yourself. You are responsible for obtaining your own access to your website and that access may involve third party fees (such as Internet service or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access your website for yourself.

3. YOUR REGISTRATION OBLIGATIONS

- In consideration of your use of the Service, you agree to:
 1. provide true, accurate, current and complete information about yourself as prompted by the Service's Contract or registration form (such information being the "Registration Data");
 2. maintain and promptly update the Registration Data to keep it true, accurate, current and complete;
 3. provide true, accurate, current, complete and valid information about your method of payment (such information being the "Billing Data");
 4. maintain and promptly update the Billing Data to keep it true, accurate, current, complete and valid. If you provide any information that is untrue, inaccurate, not current or incomplete, or if Schweb Design, LLC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Schweb Design, LLC has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

4. LICENSE AGREEMENT

- Schweb Design, LLC is exclusively for the use of clients who intend to utilize their website for personal reasons or business. Schweb Design, LLC is not intended for use by end-user clients. Schweb Design, LLC's Service is not intended for any standard immoral activity or business. Please contact us with any questions about which service is appropriate for your intended use.

5. PAYMENT

- Work - Publish Method: Payments for your use of the Service will typically be invoiced once a week (or at a frequency you desire) or automatically billed to the credit card you provide with your Billing Data. The following describes Schweb Design, LLC's billing practices:

1. Charges are billed each week for the previous week's service, based on the service items in your account that you requested.
2. Notwithstanding any prices listed in literature or on Web pages, you agree that the services described in this TOS, and Policies shall be completed for \$89 an hour.

Hourly billing enables Schweb Design, LLC to:

- "work – publish, work - publish"
- keep greater control over the changing dynamics of Client's website as the vision & ideas may grow while content & design is implemented
- remain in frequent communication and agreement over Work that is being done
- see live updates, no matter the size, as soon as marked milestones are completed
- work efficiently together reducing costly "rework" (which can result from long-term, not-discussed-along-the-way goals)

Starting date will be defined by Schweb Design, LLC upon signature of contract and estimated completion date is to be determined, depending on pending progressive Communications, for a currently unknown total amount.

Client shall pay Schweb Design, LLC \$0, as a deposit for project commencement.

Schweb Design, LLC shall send reasonably detailed progress updates to Client for the hours spent on the Service, at a frequency preferred by the Client.

\$89 per hour of Service completed is due upon receipt of relevant invoice(s) sent by Schweb Design, LLC at a frequency preferred by Client, or no greater than 1 month (30 day grace period) after the invoice for that work has been received by Client, ideally prior to file relinquishment, or upload and/or assembly of website on Client's web server. Due to the nature of web design and our work-publish approach, Service may be relinquished to Client's web server prior to invoice being received. In this case, payment is due upon receipt of relevant invoice(s) or no greater than 1 month (30 day grace period) after the invoice is received by Client. If individual, relevant invoice payment is not received within 30 days of invoice being received, Schweb Design, LLC reserves the right to remove any and all Service items that the Consultant has not paid for in full from Client's web hosting server; if Service has been submitted via

portable media or electronically, Client must destroy Service item(s) not paid for in full; Client may not use, copy, or distribute Service in any manner. In the event that Client has not paid in full for Service item(s) by 30 days after relevant invoice(s) was received and extrication of Service items from a Clients website is impossible or not feasible, Schweb Design, LLC reserves the right to remove any Webpage, Web Design Project, or Entire Website from access on the Internet until final payment is made. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process.

This agreement becomes effective only when signed by Schweb Design, LLC and Client. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into in Lancaster County, Pennsylvania, and any dispute will be litigated or arbitrated in Lancaster County, Pennsylvania, and the Client hereby consents to the personal jurisdiction of the Pennsylvania State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. Adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to search engines and updating occur only after the full final payment is made. All payments will be made in U.S. Dollars.

6. Schweb Design, LLC PRIVACY POLICY & CONFIDENTIALITY

- Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.schwebdesign.com/policies.php>

The Client and Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;
2. is or becomes part of the public domain without breach of this Agreement;
3. Is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement

7. MEMBER ACCOUNT, PASSWORD AND SECURITY

- If you were provided with one, you are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Schweb Design, LLC of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Schweb Design, LLC cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

8. MEMBER CONDUCT

- You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Schweb Design, LLC, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via our Service. In some cases, (depending on Web Project) Schweb Design, LLC does not control the Content posted via the Service (e.g. a CMS we set up for Client) and, as such, does not guarantee the accuracy, integrity or quality of such Content. In the case of a Client-run CMS, under no circumstances will Schweb Design, LLC be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

1. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, a Schweb Design, LLC official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
5. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email, transmit or otherwise make available any content that is sexually explicit, pornographic, or in other ways could be viewed as "adult" content.
7. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

8. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
9. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
10. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
11. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
12. collect or store personal data about other users.

You acknowledge that Schweb Design, LLC does not pre-screen Content, but that Schweb Design, LLC and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. Without limiting the foregoing, Schweb Design, LLC and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Schweb Design, LLC or submitted to Schweb Design, LLC using the Service. You acknowledge and agree that Schweb Design, LLC may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Schweb Design, LLC, its owners, its users and the public. You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

9. CONTENT SUBMITTED OR MADE AVAILABLE

- Schweb Design, LLC does not claim ownership of Content you submit or make available for inclusion in our Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Schweb Design, LLC the following world-wide, royalty free and non-exclusive license(s), as applicable:

With respect to Content you submit or make available for inclusion on publicly accessible areas of the system, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific Schweb Design, LLC site to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Schweb Design, LLC removes such Content from the Service. With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Schweb Design, LLC removes such Content from the Service. "Publicly accessible" areas of the Service are those areas of the Schweb Design, LLC build CMS's properties that are intended by Schweb Design, LLC to be available to the general public. By way of example, publicly accessible areas of the Service would include Schweb Design, LLC websites. However, publicly accessible areas of the Service would not include portions of services intended for private communication such as E-mail or areas off of the Schweb Design, LLC CMS properties such as portions of World Wide Web sites that are accessible through links from Schweb Design, LLC sites but are not hosted or served by Schweb Design, LLC .

10. INDEMNITY

- You agree to indemnify and hold Schweb Design, LLC, and its parent company, subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

11. GENERAL PRACTICES REGARDING USE & STORAGE

- You acknowledge that Schweb Design, LLC may establish general practices and limits concerning use of the Service, including without limitation the maximum disk space or bandwidth that will be allotted on your behalf by Schweb Design, LLC. Schweb Design, LLC may enforce these limitations by restricting the software itself, or by contacting you and requiring you to either restrict usage or upgrade your hosting account if your website is found to be outside of the normal range of use.

You agree that Schweb Design, LLC has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You further acknowledge that Schweb Design, LLC reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

12. GENERAL PRACTICES REGARDING DEVELOPMENT

- This Web Design Project will be developed using various commercial software products further described in the Policy and Guidelines and proofed by hand.

· Browser Compatibility - Designing a website to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. Consultant represents and warrants that the website designed for you will work in:

- Microsoft Internet Explorer versions 7.0 and up
- Mozilla Firefox 1.0 and up
- Opera Browser version 9.0 and up

Further compatibility Work can be included upon written agreement between Client and Consultant. It is not recommended, however, as this will slow Work completion, take extra time from Consultant, require extra payment from Client, and usually yield insignificant improvement(s).

While Consultant will make reasonable efforts to design a fully functional website, Consultant's warrantee does not cover AOL, text-based browsers or requested special effects that we have advise against.

· Accessibility for People with Disabilities – Consultant's standard is to meet at least half the currently recommended guidelines for web site development. Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors.

COMMUNICATION POLICY:

The Schweb Design, LLC will send the Client weekly updates (or a frequency chosen by the Client; via email) listing, in reasonably detailed fashion, with what was completed during the number of hours worked on your Service or Web Design Project. These hours will be directly reflected on invoice(s) which will be received at a frequency chosen by the Client (e.g.: weekly (default), bi-weekly, or monthly).

TIME ESTIMATES:

0. Schweb Design, LLC will provide Client with best effort time estimates on any item requested by the Client to help match Client's budget.

1. All estimates can be refined when Schweb Design, LLC further sees & understands what content needs to be added from Client.
2. Caveat 1: These estimations are theoretical based on previous experience; although they are BEST estimates; they are liberal estimations in hopes that the actual hours, which usually are less than the theoretical, are less than the estimates rather than more. Because all Work and every Web Design Project is dynamic and unique in size, complexity, and content, it is entirely possible that goal changes, specific project aspects, unforeseen work externalities, and other facets may render different (possibly higher) actual hours. Schweb Design, LLC promises to work as efficiently as possible on every aspect of Clients project, to do best to stick to the estimates, and update Client accurately.
3. Caveat 2: By the nature and complexity of web design, some estimates may overlap with others, depending on when and how things are completed. Fortunately, this usually results in less actual hours than theoretical estimates; however, it does not always.

MODIFICATIONS TO SERVICE

Schweb Design, LLC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Schweb Design, LLC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

TERMINATION

You agree that Schweb Design, LLC may, under certain circumstances and without prior notice, immediately terminate your Schweb Design, LLC account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical issues or problems, and (f) extended periods of inactivity. Termination of your Schweb Design, LLC account includes (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Further, you agree that all terminations for cause shall be made in Schweb Design, LLC's sole discretion and that Schweb Design, LLC shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the Service. All fees paid to Schweb Design, LLC are non-refundable.

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Service is postponed or terminated at the request of the Client, Schweb Design, LLC shall have the right to bill pro rata for work completed through the date of that request,

while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Schweb Design, LLC and the Schweb Design, LLC shall own all rights to the Services. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Schweb Design, LLC has no control over such sites and resources, you acknowledge and agree that Schweb Design, LLC is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Schweb Design, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

MAINTENANCE:

Once Client's website is "complete" (in whatever capacity Client deems) and live on the internet, Schweb Design, LLC can continue to maintain the site through frequent contact with Client at the Client's request

DUE DATES:

Consultant agrees to deliver samples of design on dates as agreed upon in the Proposal or progressive Communications. If due dates arise via email or phone communication, both parties must explicitly agree to this due date via related email(s). Consultant will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work.

FEES & ADDITIONAL SERVICES:

Changes in client input or vision or direction or excessive changes will be charged at \$89 an hour of reorganization or processing time for the Consultant (which would be reasonably detailed in weekly updates related to invoice(s)). Any work the Client wishes Consultant to create, which is not specified in the DESCRIPTION section of this agreement, or in the Proposal or Progressive Communication(s) will be considered an additional service. Such Work could require a separate Agreement and payment separate from and above that specified in this Agreement; the Consultant must notify Client if Work falls under the category of Additional Services and Fees prior to Work completion.

EXPENSES:

Client agrees to reimburse Consultant for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Icons, Stock Photography, Messengers, Proofs, Props, Research, Shipping, Software, Travel, and Telephone Consultation). Consultant reserves the right to utilize any tools, stock images, software, hardware to complete Client's Work; this includes stock photography, icons, or software that the Client may not be required reimbursement for as well.

ELECTRONIC COMMERCE LAWS:

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Work, Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Consultant and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

LEGAL NOTICE:

Notwithstanding anything to the contrary contained in this contract, neither Consultant nor any of its subcontractors or employees or agents, warrant that the functions contained in the Work or Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Consultant be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Work or Web Design Project, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software, even if Consultant has been advised of the possibility of such damages.

ASSIGNMENT OF WORK:

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

RESERVATION OF RIGHTS:

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials. Consultant reserves the right to include a signature or post link to Consultant's website.

PERMISSIONS AND RELEASES:

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

The Client agrees to select a hosting service, which allows Consultant full access to the Client's account via FTP. The Client agrees to give Consultant full administrative control over all administrative controls the Client's hosting service provides. The Client agrees not to change hosting service login username or password, or FTP username or password, or hosting service, or domain name registrar, relevant to Work in any capacity, without notifying Consultant of change in detail. The Client agrees to not withhold hosting service administrative access without written agreement from Consultant. The Client will be solely responsible for any and all hosting service charges.

PUBLICATION:

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Consultant in all such publications. The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant. The Consultant will not use the name of Client, in any advertising or publicity without the prior written approval from the Client.

COPYRIGHT NOTICE:

Copyright is in Consultant's name. Upon completion of Work, the copyright will only be released to the Client upon the Consultant's signing of the Release of Copyright. The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Consultant for inclusion in the Web Design Project 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, indemnify and defend Consultant and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

Consultant will own copyright to all Work and the finished web design site produced by Consultant. The Client will be assigned rights to use the Web Design Project as a website, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. Consultant and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to Consultant's Web Site.

SCHWEB DESIGN, LLC 'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to access the Service by any means other than through the interface that is provided by Schweb Design, LLC for use in accessing the Service.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

0. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Schweb Design, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
1. Schweb Design, LLC MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
2. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
3. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Schweb Design, LLC OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Schweb Design, LLC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Schweb Design, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service or by posting them on their company website, blog or other corporate communications channels.

TRADEMARK INFORMATION

Schweb Design, LLC , the Schweb Design, LLC logo and other Schweb Design, LLC product and service names and logos are trademarks of Schweb Design, LLC. (the "Schweb Design, LLC Trademarks"). Without Schweb Design, LLC 's prior permission, you agree not to display or use in any manner, the Schweb Design, LLC Trademarks.

GENERAL INFORMATION

The TOS constitutes the entire agreement between you and Schweb Design, LLC and governs your use of the Service, superseding any prior agreements between you and Schweb Design, LLC. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and Schweb Design, LLC shall be governed by the laws of the State of Pennsylvania without regard to its conflict of law provisions. You and Schweb Design, LLC agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Lancaster, Pennsylvania. The failure of Schweb Design, LLC to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

CONTACT REGION

This Agreement shall be governed by and construed in accordance with the laws of Lancaster County, Pennsylvania applicable therein.

The Client and Schweb Design, LLC are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Schweb Design, LLC has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This agreement constitutes the sole agreement between Schweb Design, LLC and the Client regarding this Service and Web Design Project. Any additional work not specified in this TOS or any other amendment or modification to this TOS must be authorized by a written request signed by both Client

and Schweb Design, LLC. All prices specified in this TOS will be honored for 6 months after both parties sign this contract. Continued services after that time will require a new signed agreement.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

*Note: All section titles in the TOS are for convenience only and have no legal or contractual effect.