

Terms Of Service, Policies and Conditions

Introduction

This website and all other websites contracted by, designed by, hosted by and maintained by Sharon Graves MacRae (Graves Mac Rae Design) are subject to the following terms, conditions, and notices ("Our Terms of Service"), as well as all applicable laws. By accessing and using all of our websites, you accept the Terms without limitation or qualification.

Client, Subscriber and Visitor Content

All of our Clients, Subscribers and Visitors past, present and future that use any of our services provided, are bound by the policies and guidelines outlined below...

Sharon Graves MacRae (Graves Mac Rae Design), agrees to provide our Clients with web design, graphic design, maintenance support and other internet related services. Our Client's intent should be to use their Website(s), and or WebPages, and/or online internet ads, for business, organizational and/or commercial use within the parameters defined below.

All services provided by Sharon Graves MacRae (Graves Mac Rae Design), may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of law is prohibited. This includes, but is not limited to... copyright material, material that is threatening or obscene, material that is "adult only" content, or material protected by trade secrets and other statute. Our clients agree to indemnify and hold harmless Sharon Graves MacRae (Graves Mac Rae Design), from any claims resulting from the use of the service which damages the client or any other party.

Pornography and sex-related merchandising is prohibited on any Sharon Graves MacRae (Graves Mac Rae Design) owned, operated, or designed, or any other outside companies' server or website, where our companies' work is intended for public internet viewing. We are not, nor will we be involved with, these websites and companies. This includes any internal or external sexual content, or direct links to adult content elsewhere. This is also true for all sites that promote any illegal activity or content that may be damaging to our servers and company, and/or any other companies' server and/or website, and/or webpage on the internet. Sharon Graves MacRae (Graves Mac Rae Design), will be also not be held responsible for any links to such materials.

Examples of non-acceptable content or links...

Pirated software, Hackers programs or archives, Porn - Pornography, Any XXX Materials, Spamming Software, Spamming E-mail, 3rd Party Pop-Ups.

Our clients agree that Sharon Graves MacRae (Graves Mac Rae Design) will not be held responsible for the accuracy, reliability, or any types of statistics of any information displayed from, or within our client's website, regardless of author, source, creator or implementation. Our client agrees to review any designs, services, changes or

maintenance performed on it's behalf by Sharon Graves MacRae (Graves Mac Rae Design), and inform Sharon Graves MacRae (Graves Mac Rae Design), of any errors within 24 hours of the said changes appearing in the website, and/or webpage.

Refusal of Service

Sharon Graves MacRae (Graves Mac Rae Design), reserves the right at its sole discretion to refuse or cancel services at any time. Violation of any of rules or policies described herein could result in a warning, suspension, or possible account termination. Accounts shut down and/or terminated due to policy violations, will not be refunded.

Indemnification

The client agrees that it shall defend, indemnify, save and hold Sharon Graves MacRae (Graves Mac Rae Design), and its affiliates harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Sharon Graves MacRae (Graves Mac Rae Design), its agents, its 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(s), it's agents, employees or assigns. Our clients agree to defend, indemnify and hold harmless Sharon Graves MacRae (Graves Mac Rae Design), and it's affiliates against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Sharon Graves MacRae (Graves Mac Rae Design)services or Sharon Graves MacRae (Graves Mac Rae Design)itself; (2) any material supplied by client infringing or allegedly infringing on the proprietary rights of a third party and (3) copyright infringement. The client agrees to limit the liability of Sharon Graves MacRae (Graves Mac Rae Design), to the written contract amount invoiced and paid for services during the contract's dated period and agreed upon and signed by both Sharon Graves MacRae (Graves Mac Rae Design) and the client.

Any and all content implemented in to our client's websites are presumed 100% fully legal and legit by and for the clients own use by verbal consent and/or written contract and/or information provided Sharon Graves MacRae (Graves Mac Rae Design) by all of our clients. Sharon Graves MacRae (Graves Mac Rae Design) will not be at all responsible for any and all content of any type within any of it's clients webpage(s) designed by, hosted by, or maintained by Sharon Graves MacRae (Graves Mac Rae Design), nor is Sharon Graves MacRae (Graves Mac Rae Design) responsible or liable to follow or honor any outside entities, companies, government agencies or organizations' guidelines and/or restrictions and/or rules that are not in full written contract by Sharon Graves MacRae (Graves Mac Rae Design) and the past, present or future clients of Sharon Graves MacRae (Graves Mac Rae Design) These are to be the full responsibility of the client(s), not Sharon Graves MacRae (Graves Mac Rae Design) or it's own websites.

Disclaimer

Sharon Graves MacRae (Graves Mac Rae Design), will not be responsible for any damages our client's business and/or organization may suffer. We make no warranties of any kind, expressed or implied for services we provide, except as specifically defined

herein. Sharon Graves MacRae (Graves Mac Rae Design), disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by any of its affiliates and its employees. The client agrees that the maximum damages for which Sharon Graves MacRae (Graves Mac Rae Design) can under any circumstances be held liable will be equal to the Contract fees shown and paid by the client within the written, signed and dated Contract ("Contract" also meaning "Invoice") and ("Proposal" also meaning "Estimate"). We reserve the right to amend or update these policies without any type of notice whatsoever. Failure to follow any of these "Terms Of Service, Policies And Conditions", may result in total account deactivation, and/or all services would be terminated and full "non-refund" would be in effect immediately and all "Proposals", or "Written Contracts" would also immediately then become "Null And Void".

Client Privacy Policy

Any and all information provided to Sharon Graves MacRae (Graves Mac Rae Design) by a client will remain totally confidential. We will never sell or exchange or give away your e-mail address or any and all other information and/or data that a client provides to Sharon Graves MacRae (Graves Mac Rae Design) to a third party, unless specifically requested to do so by the client.

If for any reason, at anytime, a current client of Sharon Graves MacRae (Graves Mac Rae Design), sells or hands off in any way these terms of services will apply to the new owner as long as the design used is the one created by Sharon Graves MacRae (Graves Mac Rae Design).

Sharon Graves MacRae (Graves Mac Rae Design) www.gravesmacraedesigns.com

This agreement becomes effective immediately to both past, present and future clients and maybe updated from time to time at the discretion of Sharon Graves MacRae (Graves Mac Rae Design).

Signature:

Date:

Website:

Business:

Owner: