

Acceptance of Terms.

This Terms of Service Agreement (Contract) applies to any party who has received an authorized YoYouNeedAWebSite.com Web Design Project proposal, who has indicated acceptance of said proposal, and who submits payment for said proposal to the web designers of YoYouNeedAWebSite.com. Any party that submits authorized payment to the web designers of YoYouNeedAWebSite.com is known hereinafter as "Client." This Terms of Service Agreement (Contract) is made between the Client and web designers of YoYouNeedAWebSite.com, known hereinafter as "Developers".

1. Authorization.

The Client is engaging the Developers, working as independent contractors for the specific purpose of designing and/or improving a web site (known hereinafter as "Web Design Project"), to be published on Client's account on a computer of a web hosting service (known herein as "Hosting Service"), or provided on disk at Client's option. Client hereby authorizes Developers to access this account, and authorizes the Hosting Service to provide Developers "full access" to Client's account, and any other programs needed for this Web Design Project. Client also authorizes Developers to publicize the completed Web Design Project to web search engines.

2. Browser Compatibility.

The Web Design Project will be developed for viewing in the latest versions of the Internet Explorer and Firefox web browsers, as the latest versions exist and display as of the date of this Terms of Service Agreement (Contract), as indicated by the date of receipt of payment. Client is aware that as new browser versions are developed the new browser versions may not be compatible with past appearance of the Web Design Project. Client is aware that some web page designs may require plug-ins or other applications within browsers for viewing the Web Design Project.

3. Copyrights and Trademarks.

Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Developers for inclusion in the Web Design Project are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Developers 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 Client.

4. Completion Date and Project Delivery.

It is agreed that the Web Design Project will be completed no later than 30 days after Client has submitted all required materials and has confirmed acceptance of the first mockup draft of the Web Design Project, either by email or by signing a printed document and mailing it to Developers. Once acceptance is received from Client and Client has supplied all required materials, work necessary to complete the Web Design Project will continue. If Client does not supply Developers with complete text and graphics content required for completing the Web Design Project within 60 days of the effective date of this agreement, the entire non-refundable deposit amount of the Web Design Project proposal (50% of the estimated total cost) shall be retained by Developers and any agreement implied by receipt of said deposit shall become null and void. Upon completion of the Web Design Project, an email or letter and invoice will be sent to Client indicating that all work has been finished. After payment has been made in full, the Web Design Project will be uploaded to Client's Hosting Service or delivered to Client via disk. Developers agree to upload Web Design Project to Client's Hosting Service within 5 business days of receiving final payment.

5. Hosting Service.

Client understands that Developers do not provide any hosting services in connection with the Web Design Project. Hosting services require a separate contract with the Hosting Service of Client's choice. Client agrees to select a Hosting Service which allows Developers full access to Client's account via FTP (File Transfer Protocol). Client will be solely responsible for any and all Hosting Service charges and domain name registration. If Client chooses, Developers will secure a domain name and Hosting Service for the Web Design Project. All charges incurred in arranging hosting services and domain name registration will be billed to Client as an addition to the base price for completing the Web Design Project. Although hosting services and domain name registration are not a

source of income for Developers, Client will be charged a \$25 fee for time involved in arranging hosting services and domain name registration.

6. Electronic Commerce Laws.

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

7. Web Design Project Copyright.

Copyright to the finished web design site produced by Developers shall be vested with Client, once final payment under this agreement and any additional charges incurred have been paid. This ownership is to include site design, photos, graphics, source code, and text specifically designed or purchased on behalf of Client for completion of this project. Rights to other photos, graphics, and files, specifically are not transferred to the Client, and remain the property of their respective owners. Developers retain the right to display graphics and other web design elements associated with Web Design Project as examples of their work in their respective portfolios and on the YoYouNeedAWebSite.com web site. Developers retain the right to display an active hypertext link, consisting of no fewer than eight (8) characters and linking to the YoYouNeedAWebSite.com web site, on each page of the Web Design Project.

8. Payments.

All payments are to be made within 30 days after completion and acceptance of the Web Design Project by the Client. Developers will upload Web Design Project to Client's Hosting Service for viewing on the Internet only after 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. Payment for services provided shall be made in accordance with the conditions contained in this Terms of Service Agreement (Contract). Client agrees to pay Developers an initial, non-refundable deposit of 50% of the estimated total cost upon execution of this agreement. Final payment is due upon completion of the Web Design Project. All payments must be in U.S. Dollars.

9. Legal Notice.

Notwithstanding anything to the contrary contained in this Terms of Service Agreement (Contract), Developers do not guarantee that the functions contained in the 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 Developers be liable to 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 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 Developers have been advised of the possibility of such damages.

10. This Agreement.

This agreement constitutes the entire understanding of Developers and Client. Any additional work not specified in this Terms of Service Agreement (Contract) or any other amendment or modification to this agreement must be in writing and signed by both parties.