

TERMS & CONDITIONS

WEBSITE DESIGN

Authorization

The client is engaging The Yin Yang Group as an independent contractor for the specific project of developing and/or improving a website to be installed on the client's web space on an Internet Service Provider's computer. The client hereby authorizes The Yin Yang Group to access this account, and authorizes the Internet Service Provider to allow The Yin Yang Group with "write permission" for the client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes The Yin Yang Group to submit their completed website to Web search engines.

Web Hosting

The client understands that any web hosting services require a separate arrangement with the web hosting service. The client agrees to select a web hosting service which allows The Yin Yang Group full access to the website via FTP.

Changes to Submitted Text

Time required to make substantive changes to client-submitted text after the Web pages have been constructed will be additional, billed at a per instance basis unless you have signed up for the website maintenance package.

Copyrights and Trademarks

The client represents to The Yin Yang Group and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to The Yin Yang Group for inclusion in Web pages 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, and defend The Yin Yang Group and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

Copyright to Web Pages

While your site is in development The Yin Yang Group owns the Copyright to all pages. Once your site is completed and you have paid the balance of your invoice the copyrights are then transferred to you. The only clause is that The Yin Yang Group does not permit you to resell our work without consulting us first.

Assignment of Project

The Yin Yang Group reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

Post Placement Alterations

The Yin Yang Group cannot accept responsibility for any alterations made by third parties to the client's pages once placed. Such alterations include, but are not limited to, additions, modifications, or deletions.

Refusal to Service

The Yin Yang Group reserves the right to refuse service for any material that the The Yin Yang Group feels is not legal, moral or in the best interest of The Yin Yang Group but The Yin Yang Group is not responsible for the content of any materials.

Errors and Omissions

The Yin Yang Group will use good faith to ensure pages authored by The Yin Yang Group are free of errors however, The Yin Yang Group may not be held responsible for any errors that may arise in the course of authoring any pages. The Yin Yang Group does not accept any liability for losses or damages arising from errors within any page or if web search submissions are not accepted. It is the client's responsibility to proof their own pages for errors and inform The Yin Yang Group of those along with any changes in layout requested by the client. This process must begin immediately after the pages are posted to the web host for the client to view. The Yin Yang Group will correct minor text changes at no charge for 30 days from the date the site is posted to the web hosts' server. After 30 days, changes will be charged on a per instance basis.

Payment of Fees

Payment to The Yin Yang Group is due and payable in US funds. Payments must be made promptly per payment schedule. The Yin Yang Group reserves the right to remove web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process (including all attorneys' fees and court costs). This agreement becomes effective only when signed by The Yin Yang Group Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Marion County, Florida, and any dispute will be litigated or arbitrated in Marion County, Florida.

Cancellation

Either party may cancel this agreement upon written notification, however any charges incurred to the date of receipt of notification shall be immediately due and payable. Charges shall be for any work in progress, contracted services fees, or software purchases for the purpose to suit the client's needs.

Legal Notice

Notwithstanding anything to the contrary contained in this contract, neither The Yin Yang Group nor any of its employees or agents warrants that the functions contained in this web design project will be uninterrupted or error-free. The entire risk as to the quality and performance of this web design project is with the Client. In no event will The Yin Yang Group 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 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 The Yin Yang Group has been advised of the possibility of such damages.

Links

The Yin Yang Group reserves the right to append a small hyperlink to The Yin Yang Group's home page at the bottom of each page unless the client specifically requests in writing, signed & dated by both parties.

Sole Agreement

The agreement contained in this document constitutes the sole agreement between The Yin Yang Group and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order.

Completion Date

The Yin Yang Group and the client must work together to complete the website in a timely manner and the Client is required to furnish all content required for the site to go live.

Initial Payment, Cancellation and Refund Policy:

If the client halts work after this agreement is signed the initial payment will be returned less the amount due based on the current hourly rate for the work completed, or \$95.00, the greater of the two. Cancellation must be in writing and is effective upon receipt at The Yin Yang Group Notice must be mailed, e-mailed, or faxed to The Yin Yang Group Work completed shall be billed the current hourly rate. If at the time of the cancellation work has been completed the client shall be liable to pay the entire contract

The user of this site agrees to the terms of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

WEBSITE HOSTING

Right to Refuse Service

The Yin Yang Group reserves the right to refuse services to anyone for any reason. This policy is enforced to ensure a professional and secure environment for all customers on our systems.

For website hosting payment is due on a yearly basis for yearly subscribers. Payment not made within 60 days of due date The Yin Yang Group reserves the right to replace your website with a site down message due to non payment.

For domain names 100% of bill is due upon order.

Refund and Disputes

All payments after the initial 30 days of service to The Yin Yang Group are non-refundable. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred.

Liability

Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any

interruption of service are difficult to ascertain. Therefore, Client agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Client further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Client for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

Support Boundaries

The Yin Yang Group provides technical support to our clients. We limit our technical support to our area of expertise. The following is our guidelines when providing support: The Yin Yang Group provides support related to your server or functioning. The Yin Yang Group does not offer tech support for application specific issues such as CGI, JavaScript, PHP or ASP programming, html or any other such issue. The Yin Yang Group does not provide technical support for YOUR Clients. If you can email, we encourage you to email support@TheYinYangGroup.com for assistance. Any request of technical support warrants the possibility of being charge a system administration fee if the request related to Operating System functionality, software application functionality, and customer installed software/scripts, or Control Panel functionality. If a staff member of The Yin Yang Group is required to login to your server to provide support, system administration fees can be applied to your account. Charges are applied at an hourly rate and applied to the next billing cycle.

Revised: August 1, 2010