



Web Design Terms of Service

I - Introduction

This document contains Ultimate Outdoors Network (the "company", "us", "we", or "our") Web Design Terms of Service. Ultimate Outdoors Network expects its clients (the "customer," "user," "you," or "your") to carefully read and understand this document. By doing business with Ultimate Outdoors Network, you are subject to the following terms and conditions.

Ultimate Outdoors Network reserves the right to modify these terms at any time, or against any customer it believes is abusing this agreement. Any such revision or change will be binding and effective immediately after posting of the revised Terms of Service on [ultimateoutdoorsnetwork.com](http://www.ultimateoutdoorsnetwork.com). You agree to periodically review our Terms of Service, including the current version of our Terms of Service. Our Web Design Terms of Service agreement is made available at <http://www.ultimateoutdoorsnetwork.com/legal/>. It is your obligation to review our Terms of Service for any such revisions.

II - Quotes & Contracts

Quotes and promotional rates provided to prospects will be honored for up to 15 days. A new quote will then be provided upon request. Contracts that have been written, but not signed by the client will only be accepted within 30 days of the delivery date. A new contract may be drawn up upon request.

III - Charges & Fees

All new web design projects that are \$500 USD or less require full payment upon initial purchase. Projects where the total cost is over \$500 USD will be split into 2 payments. An initial 50% deposit will be due immediately before we begin work on the website. The remaining 50% balance will be due upon acceptance of the completed web development project before it is released to the client or published to the internet. Clients outside the United States are required to pay in full for their web design project. This is non-negotiable.

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IV - Development Process

The web development process used by Ultimate Outdoors Network is divided into 3 stages. These are called the "Initial Preview" or "First Revision" stage, the "2nd Revision" stage and the "3rd Revision" stage.

Clients will be provided an "initial preview" due date upon purchasing a web design package. The initial preview due date may vary depending on the size of the website. Generally, the initial preview will consist of a preliminary "home page" and general website template only, this will serve to provide the client with a reasonable visualization of how the website will look upon completion. At that point, the client will be able to provide Ultimate Outdoors Network with a list of changes to make to the initial preview. These changes may be submitted by emailing: info@ultimateoutdoorsnetwork.com or webmaster@ultimateoutdoorsnetwork.com. We generally prefer to receive this list via email although we may communicate with the client via phone as well if we need clarification before moving forward.

Once we have received the client's request for changes we will continue building the website and will provide the client with a new due date. This new deadline will once again depend on the size of the website and the complexity of the changes requested. This new preview is called the "2nd Revision", it generally contains a "finished" website with all pages and content required for the site to be published. At this point, the client may choose to revise the website one last time ("3rd Revision") by providing us with a new list of changes.

The website will be considered finished once it has been published or approved by the client on or before the 3rd revision.

V- Domain Transfer / Domain Name Server Changes (IP Change)

In order to host the client's website upon its publication, it may be necessary to perform what is known as a DNS (Domain Name Server) change to the client's domain name. This change will make it possible for visitors to view the new website whenever they visit the domain name owned by the client. We will provide the necessary DNS and IP modifications to a single domain name owned by the client as long as the changes don't exceed one hour (1 hr) of our developer's time. In order to perform the DNS change, we request that the client sends us a username and password to the control panel used to manage the domain name. If this is not possible, we may be able to contact the registrar (domain registration company) on behalf of the client and work with them to perform the

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necessary modifications. We reserve the right to charge the client by the hour to assist in transferring their domain name or perform the DNS modifications if we believe the amount of time needed to perform the changes could be excessive. The hourly rate applied will be the same as our standard development rate of \$25.00 USD.

VI - Requesting Additional Pages or Content Changes

The client is expected to provide Ultimate Outdoors Network with a list of pages he/she wishes to build for the website. In addition, we assume that any content to be built will be presented within the first week of initial web design purchase or before the 2nd revision stage. Requests for new pages or additional content after or during the 2nd revision stage will not be accepted. We reserve the right to bill the client separately for any requests that are not declared within the first week of purchase or before the 2nd revision is presented to the client.

VII - Web Site Design Credit

All Ultimate Outdoors Network custom web design clients will have "Designed by Ultimate Outdoors Network." link on their website in the footer of every page. This is non-negotiable. Additionally, websites designed and hosted by us will carry a "Designed & Hosted by Ultimate Outdoors Network." footer link. By hiring us to work on your website you are agreeing to this, and that you understand that this link may NOT be removed without our consent. At our sole discretion, we may agree to accept a fee of \$350 USD to allow this link to be permanently removed. Should you have a new layout designed for your site by a company other than Ultimate Outdoors Network, you may remove the credit from your website.

VIII - Copyright & Ownership

Upon completion of the project, Ultimate Outdoors Network transfers all rights and ownership of CUSTOM designs and programming written by Ultimate Outdoors Network to the client. Software and third party graphics or programs are not transferred to the client and remain under copyright of their respective owners. Ultimate Outdoors Network reserves the right to resell custom designed web sites that remain unpaid by the original client, unaccepted mockups or other graphics created by our company but not in legal use by the client. Ultimate Outdoors Network reserves the right to display websites and graphics that have been designed by our company, and in any marketing material to aid as examples of our work.

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IX - Development & Delivery

Ultimate Outdoors Network understands the importance of completing projects in a timely manner. We agree to complete the web design project within 90 days from the date of original purchase. If the client does not supply Ultimate Outdoors Network with complete text, graphic content and other requested materials for the website within 30 days of initial web design purchase, the work order becomes void and all deposits and other payments paid by the client are forfeited. The client may request a Project Extension in writing to Ultimate Outdoors Network for an additional fee of 35% of the project total cost for every 30 days of extension. All extension fees are due upon agreement of the extension between Ultimate Outdoors Network and the client.

X - Development Requests After Completion

Unless the client is hosting his website with Ultimate Outdoors Network, we will consider our work on the website finished once it has been published or approved by the client. Additional development or assistance after the website is deemed "complete" will be billed by the hour. The hourly rate will be determined at the time of the request and may differ from the initial web development purchase price. If the client is hosting his website with Ultimate Outdoors Network, limited support will be provided on a monthly basis according to our Managed Hosting Terms of Service. Clients may review the Managed Hosting Terms of Service at: <http://www.ultimateoutdoorsnetwork.com/legal>.

XI - Non-Communication

If we are unable to communicate with a client on a project for a duration of at least fortyfive days (45) by phone or email during the design and development process, the project will be canceled without prior notice and no refund will be issued.

XII - Refunds

Please see our Refund Policy available on our website at the following address: <http://www.ultimateoutdoorsnetwork.com/legal/>.

XIII – Delays in Project Completion

Ultimate Outdoors Network cannot be held liable for the failure to complete a project within a pre-determined time frame or by a specified deadline. We cannot be held liable for any predicted estimate of profits in which a client would have gained if their site was functioning or had been published (made publicly available online) by a certain date. Project due dates provided to the client by Ultimate Outdoors Network, are estimates based on the number of currently open projects. We cannot guarantee that a project will

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be finished by a specified date. All due dates and deadlines are not final and may be revised if needed. Projects may fall behind schedule due to circumstances beyond our control, such as an unexpected increase in the workload provided to us by other clients. Projects may also be delayed if they require more design time than initially anticipated by our web designer or project manager.

XIV - Hold Harmless

You agree to protect, defend, indemnify and hold us harmless from and against any and all claims, causes of action, liabilities, judgments, penalties, losses, costs, damages and expenses (including attorneys' fees and all related costs and expenses of litigation at arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted) suffered or incurred by us, including, without limitation, any claim for personal injury, property damage, or loss of profit arising from: (i) these Terms; (ii) the Services provided to you by us; (iii) your use of the Services including without limitation any copyright infringement claims that could arise from storing your website files on our web server; (iv) the failure of our company to provide any services on time or as expected; (v) loss, damage, or destruction of your website or email messages by any cause whatsoever whether or not attributable to our negligence or intentional act; (vi) any violation by you of any federal, state or local laws, statutes, rules or regulations; and (vii) for the consequences of any attempts of third parties to serve you with legal process through the Services or our facility. For purposes of these Terms, the indemnified parties shall include Ultimate Outdoors Network and its owners, affiliates, subsidiaries, parents, shareholders, members, successors, assigns, representatives, franchisees, officers, directors, agents, attorneys and employees.

XV - Refusal of Service

Ultimate Outdoors Network reserves the right to decline to do business with any client, at any time, and for any reason.

XVI - Termination of Design Service

We reserve the right to discontinue the design of your website and terminate our mutual business relationship at any stage in the design process and for any of the following reasons:

- (1) We believe your behavior or communication towards our staff (employees, owners and affiliates) or other customers is offensive, abusive, violent, threatening or disruptive in any way.

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(2) Our employees, representatives, support staff and or other members of Ultimate Outdoors Network believe they are unable to communicate with you effectively. This may be due to an inability to reach you over a prolonged period of time or in the case that we are not able to come to an agreement about certain aspects of the design of your website.

If we decide to discontinue the design of your website, you will be provided with a partial refund, calculated based on the time we spent working on your website and communicating with you in regards to the project. The amount of the refund provided will be decided at our sole discretion.

XVII - Third Party Vendors

Third party vendors may have separate terms of service agreements. Ultimate Outdoors Network cannot be held liable for disputes with third party vendors. Ultimate Outdoors Network cannot be held responsible for lack of functionality or any other aspect of third party services.

XVIII - Acceptance

Please note that by submitting your down payment for our services you are agreeing to all of our terms of service as written here. Ultimate Outdoors Network reserves the right to change or update these terms at any time without prior notice.

XIX - Miscellaneous

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

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