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TERMS AND CONDITIONS

Herein, Portal Web Designs will be referred to as Portal. The term client refers to the individual, business or organization receiving services from Portal. Provider/host refers to the individual, business or organization providing the use of the Internet domain to the client.

PRICES / PAYMENTS TO PORTAL FOR SERVICES PROVIDED

Prices and billing information are set forth in Form P-PBI. Portal reserves the right to make changes, at any time, to these terms and conditions, but will attempt to provide sufficient notice to any affected clients. Billing statements will be generated on the first business day of each month, and mailed to the client as soon as feasible. Any balance reflected on the statement is to be paid in full and postmarked by the final day of the month in which the statement is received. A fee of 5.0% will be added each month to any balance that is not paid in full by the statement due date, in accordance with the above. Accepted forms of payment are limited to personal/business checks or money orders, and must be made payable directly to Clint Shoemake. Any check returned due to insufficient funds will result in an additional \$25.00 fee added to the next billing period, as well as the referenced 5.0% fee for the associated unpaid balance. Credit or debit cards are not currently accepted.

DOMAIN PROVIDERS/HOSTS & DOMAIN FEES

All monthly/annual domain fees are to be paid by the client directly to the respective provider/host. Portal may assist the client in the initial setup of the domain, but is in no way responsible for arranging, handling or processing any domain fees. All pricing and other terms and conditions regarding the use of and payment for the domain is at the discretion of its respective provider/host, whether the client's personal Internet provider or other third party provider/host. Portal will not be held liable for, financially or otherwise, or associated with any business conducted between its clients and the respective providers/hosts. Refer to your provider/host for terms and conditions.

LIABILITY

Portal will make every effort to maintain the client's web site in an operable condition. However, Portal will not be held liable for, financially or otherwise, or held responsible if the client's web site is negatively affected by any outside source beyond Portal's control. This would include, but is not limited to, virus infection, hacking, lack of bandwidth, loss of server/domain, failure to pay provider/host and any other related problems. However, Portal will make every effort to repair any outside damage done to the client's web site, upon request, at normal labor costs.

TERMINATION / REFUSAL OF SERVICE

Services provided by Portal may be terminated at any time, whether initiated by Portal or the client. Any existing balance will be reflected on a final billing statement, and is subject to all the terms laid forth above and form P-PBI. Any web site or presentation designed for the client, by Portal, remains copyrighted by Portal to the extent indicated in Copyrights, below. Unless requested, any web site designed by Portal will remain published on the Internet and retains all copyrights set forth. Regular web site maintenance (i.e. updating information) may be performed by the client if desired; however no changes shall be made to the overall design and/or layout by the client or any third party without prior permission from Portal. Upon request, Portal will remove the web site and all related content, at normal labor costs. Refer to Copyrights, below, for more information. Portal will not do business with a client to publish any pornographic or otherwise illegal material or web sites and reserves the right to refuse service to anyone.

TERMS AND CONDITIONS (cont.)

COPYRIGHTS

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The above terms and conditions are not all-inclusive. For discussion or resolution regarding any policies or matters not set forth in this document, contact Portal Web Designs directly.

I have read, understand and fully comply with the terms and conditions set forth above.

Print Name & Organization: _____

Sign: _____ Date: _____

Sign: _____ Date: _____
Clint Shoemake, Portal Web Designs