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You acknowledge and agree that Yellow Dogg Designs shall have the right (but not the obligation) in its sole discretion, to pre-screen, refuse any project and/or user provided content that violates these Terms and Conditions or is otherwise objectionable, including, without limitation, projects or content that is illegal, obscene, indecent, defamatory, incites religious, racial or ethnic hatred, or violates the rights of others. Activity that is brought to our attention which appears in our sole judgment to violate the law will be brought to the attention of the proper authorities. You acknowledge, consent and agree that Yellow Dogg Designs may access, preserve, and disclose your account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Yellow Dogg Designs, its users and the public.

Web Site Design and Maintenance Terms and Conditions

Authorization.

The client is engaging Yellow Dogg Designs as an independent contractor for the specific project of design, development and/or re-design of a World Wide Web site to be installed on the client's web space on a Website Host Provider's computer. The client hereby authorizes Yellow Dogg Designs to access this account, and authorizes the Website Host Provider to provide Yellow Dogg Designs 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 further authorizes Yellow Dogg Designs to place a statement as to "web design and maintenance by Yellow Dogg Designs" and provide a hyperlink to the Yellow Dogg Designs website in that statement. This is non-negotiable. 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. You may pay Yellow Dogg Designs a fee of \$250 to have this link permanently removed. Should you have a new layout designed for your site by a company other than Yellow Dogg Designs, you may remove the credit from your website.

Completion Date.

Yellow Dogg Designs agrees to complete the web design project within 60 days from the date of contract signing. If the client does not supply Yellow Dogg Designs with complete text, graphic content and other requested materials for the

contracted project within 30 days of contract signing, the contract becomes void and all deposits paid by the client are forfeited. The client may request a Project Extension in writing to Yellow Dogg Designs for an additional fee of 20% of the project total cost for every 30 days of extension. All extension fees are due upon agreement of the extension between Yellow Dogg Designs and the client.

You shall have 30 days to respond to each communication sent to you by email. If after 30 days you have failed to respond, Yellow Dogg Designs will assume that your project is complete and the project shall be deemed completed. At such time, Yellow Dogg Designs will have no further obligation to you, and you will pay Yellow Dogg Designs pursuant to the provisions of these Terms and Conditions.

Payment

Yellow Dogg Designs requires ½ deposit before beginning any web development project and ½ due before site is “delivered” by uploading to selected web host server or delivered in a zip file. The initial deposit is non-refundable.

Logo Design Service Terms and Conditions

Logo Design packages include the following:

Cycle 1 - 3-5 original logo concepts

Cycle 2 – If needed one (1) additional group of concepts will be designed.

Cycle 3 - Unlimited revision cycles once concept is chosen

Delivery of final concept in several useable formats on disc or by email or both depending on client preference

You may request significant changes in the first cycle. In the second cycle a definite concept should be chosen. By the third cycle, your requests shall be modifications of the current composition only. Revision requests that depart from the then-current composition will be honored and completed in a timely manner, however; Yellow Dogg Designs reserves the right to charge \$45 for each such Revision. No revision work, which requires payment, will be started without your authorization.

The first round of logo concept creation begins once ½ the total payment is paid. The initial deposit is non-refundable

Project Duration

You agree to provide timely responses to any status notifications that Yellow Dogg Designs sends to you. You shall have 30 days to respond to each

communication sent to you by email. If after 30 days you have failed to respond, Yellow Dogg Designs will assume that your project is complete and the project shall be deemed completed. At such time, Yellow Dogg Designs will have no further obligation to you, and you will pay Yellow Dogg Designs pursuant to the provisions of these Terms and Conditions. In the event of such termination, Yellow Dogg Designs will determine, in its sole discretion, whether you are entitled to any refund.

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2. INDEMNIFICATION. You agree to defend, indemnify and hold harmless YELLOWDOGGDESIGNS.COM and its directors, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by YELLOWDOGGDESIGNS.COM, directly or indirectly, with respect to or arising out of: (i) your failure to comply with these Terms ; (ii) your breach of your obligations under these Terms ; and/or (iii) your use of the rights granted hereunder, including without limitation any claims made by any third parties.

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