

# Cyber Creations by Michael Web Design Terms Of Service

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## **Acceptance Of Terms:**

Cyber Creations by Michael here in known as CCbM.BIZ or CCbM provides its services to you subject to the following Terms of Service, which may be updated on this site from time to time without notice. You can review the most current version of the TOS at any time by returning to this web page. When using CCbM.BIZ services, you shall be subject to any posted guidelines or rules applicable to such services which will be posted on this Terms Of Service page. Our Terms Of Service is subject to change. Please review our Terms Of Service from time to time as changes may occur.

## **Description Of CCbM Services:**

We offer web design services to anyone in the USA wishing to make their presence known whether it be for business or personal use on the world wide web. We construct/design web sites per customer order and specifications. We offer custom design templates tailored to your web site needs. We also offer a variety of quality pre made web site templates for the do it yourself webmaster at a reduced cost and in some cases they are free. The pre made web site template styles include HTML, Flash, PHP and XHTML/CSS. We specialize in Home Business, Small Business as well as Personal Web Design.

## **Payment for your Web Design:**

We do not charge a down payment or deposit before we begin web site construction. You must agree to the TOS (Terms Of Service) you are reading now before web design begins. When your site is complete and meets your requirements you will be required at that time to make payment in full for your web design. After payment is confirmed your site will be transferred to your web hosting server ready for public viewing and or business.

## **The Design Process:**

After you supply us with the necessary copy, graphics, pictures etc.. We will begin the design process. Throughout the design process you will be able to preview your web site using a URL, User Name and Password we provide. During this time you will be able to request additions and or changes to the design.

## **Design Restrictions:**

We do not build, construct or design web sites that participate in illegal or adult activities which includes but not limited to XXX web sites, Warze sites, illegal MP3 download web sites.

## **Host Server Down Time:**

CCbM.biz is not responsible for any hosting server service problems that may arise including but not limited to electric services outages, cell service outages, phone service outages & cable service outages. For above mentioned service problems contact your service provider.

## **Customer Service:**

Call (541) 433-CCbM (2226).

### **Termination of Services:**

Our services may be canceled/terminated at any time by either party for any reason prior to your Go Live Date without cost, obligation or penalty.

### **Our Guarantee:**

We Guarantee if you're not satisfied with your web site design you pay nothing and walk away. No Charge, No Fees, No Catch, No Kidding. CcBm.BIZ retains all rights & copyrights to layouts, designs and creations made by CcBm.BIZ for your web site in the event you are not satisfied and walk away.

## **CLIENT RESPONSIBILITY**

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### **ORDERING WEB DESIGN:**

When ordering web design it is your responsibility to provide CcBm.biz with all Text, Pictures, Graphics and other items such as special animation and logos you wish to have posted to your web site. If you do not have the items mentioned above and wish CcBm.biz to create them for you there will be extra charges incurred by you for their creation.

### **INFORMATION YOU PROVIDE:**

You are responsible and liable for the information you provide to CcBm.biz for placement on your web site. Make sure you do not use copyright materials of any kind unless you own the copyright. If you are using anything belonging to a third party, the third party must supply to ccbm.biz a letter of permission to use the items in question specifically on your website. Letters of permission must be mailed to: CcBm c/o Michael PO Box 391 Crescent, OR 97733. Emailing permission is not acceptable.

### **WEB HOSTING:**

You are responsible for providing your own web hosting account and domain name. You will need to supply CcBm.biz with your Control Panel or FTP login information so we may set up your server and or upload your web site to your hosting server. We are an affiliate of WebHostingPad.com. We recommend you use this link [www.WebHostingpad.com](http://www.WebHostingpad.com) for all your hosting needs as well as Dot Com Names.

We will provide temporary hosting for your web site in the event you are unable to acquire your own hosting in a reasonable amount of time. This offer is limited to a temporary 3 month hosting plan on our server at a reduced cost over most hosting plans offered. The cost is \$10.00 for 3 months.

### **DOMAIN NAME:**

If you already own a Dot Com Name you will be required to provide us with the web address of where you purchased your Dot Com Name. If your Dot Com Name is not hosted on the same server as your web site, you will be required to provide us with the necessary login information in order to point your domain name to your web site or, you may set your own NS. If you do not own a Dot Com Name but would like to purchase one, please let us know what name you would like so we can check its availability status.

### **RESALE or GIVE AWAY RIGHTS:**

You do not have resale rights or give away rights to creations made or supplied by CCbM.biz for your web site including layouts, designs, graphics, images, PHP, Flash, Animations or Logos. You may use creations made or supplied by CCbM.biz for your web site only. Resale rights (or exclusive rights) for items supplied by CCbM.biz may be purchased for additional fees. Please contact us for current pricing (541) 433-CCbM (2226).

### **BUSINESS CURTISY LINK:**

You agree to the placement of a small link on your web site that will direct your web site visitors to CCbM.BIZ. This link must remain visible on all your web pages for a total of 180 days (6 months) from your go live date. The courtesy Link will remain on all personal web sites indefinitely. You may opt to omit our link for an additional fee.

The link will be placed at the very bottom of each page in your design. The link will look like this "Web Design: [www.CCbM.biz](http://www.CCbM.biz)". If you remove the link prior to the end of 180 days (6 months) you will be billed at a rate of \$3.00 per day per page for the remaining days.

### **ADVERTISING:**

You agree to allow CCbM.BIZ to use images of your web site in all advertising campaigns. Site images are used for example and advertising. CCbM.BIZ retains all rights as well as advertising rights to all web designs, web sites and creations indefinitely.

### **INDEMNITY:**

You agree to indemnify and hold CCbM.BIZ, and its subsidiaries, affiliates, co-branders or other partners, and employees, harmless from any alleged claim or demand, including reasonable attorney fees, made by any third party due to or arising out of the content in your web site. Any violation of CCbM.BIZ TOS (terms of service) and copyright law violations will result in termination of your web design package.

### **PRIVACY POLICY:**

Please read our Privacy Policy. You can view our Privacy Policy at the following URL  
[http://www.CCbM.biz/privacy\\_policy.html](http://www.CCbM.biz/privacy_policy.html)

Customers ordering web design must read and agree to the TOS (terms of service) above before web design begins.

### **NO OBLIGATION:**

Reading, understanding, agreeing and signing this form in no way obligates you to purchase our services or products. We simply want to know that you understand and agree to our Terms Of Service Guidelines we work by.

**All clients ordering web design must read and sign our Web Design Terms of Service:**

I understand by signing this document I am not obligated to purchase services or products from [www.ccbm.biz](http://www.ccbm.biz). My signature below signifies I have read and understand Cyber Creations by Michael's Web Design Terms of Service above.

Client Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Cyber Creations by Michael Representative: \_\_\_\_\_

Representatives Printed Name: \_\_\_\_\_

Date Submitted: \_\_\_\_/\_\_\_\_/\_\_\_\_