

TERMS OF AGREEMENT
Promotional Web Solutions
HOSTING AND WEBSITE DIVISION
6-4-10

After signing or accepting the user agreement (the "Agreement" or "User Agreement") for Promotional Web Solutions. You are now agreeing to the follow contract with Promotional Web Solutions. Agreement describes the terms and conditions applicable to your use of our services. We strongly recommend that you read the following. Promotional Web Solutions is not held responsible if the person who signs or accepts this agreement does not read this user agreement or agreement, or does not fully understands it in full at the time of agreeing. The person(s) who signs or accepts this agreement is held responsible for all activity, content, debts, or charges on the account. Anyone who use's this site or our services must obey this agreement and follow all current state laws. We reserve the right to admen or change this agreement at anytime and changes will be reflected on the sites current Terms of Agreement page.

Orders, Payment Terms

Payment terms are within Promotional Web Solutions sole discretion. You agree not to violate the terms of any offer or concession made available by Promotional Web Solutions. Promotional Web Solutions may invoice or ship items of an order separately. Promotional Web Solutions reserves the right to cancel an order or transaction, in whole or in part without notice. If you breach the provisions of this Agreement or the terms of any offer, Promotional Web Solutions may charge or re-debit your account or credit card the full list price for your purchase.

Invoices

All invoices must be paid in full by the due date, to avoid all late charges. Payments must be made in U.S Dollars.

Down Payment & Project Competition

A down payment may be requested before any project starts, down payments are not. All down payments requested are 50% the invoice or quoted price or otherwise stated. Once a down payment has been made work will begin, the account holder has 30 days to gather and provide all content to designer or rep. and make any revisions. After 30 days any additional content, changes, or revisions will be charge according to current support pricing.

Late Fees & Non Payment

\$35.00 late fee will be assed every 30 days for any late payments after due date.

Responsibilities

Users are held responsible for the content and text on their website. Promotional Web Solutions will not be held accountable for the web content or text on any user's websites.

Data Files

A user may request a CD (700MB) with current data files, \$25.00 for each CD (700MB) and for each additional CD's (700MB). We will transfer data to another location or to our servers for a fee of \$65.00 an hour.

Downtime

Promotional Web Solutions is not responsible for any downtime that may occur on our servers, or any losses that may occur.

Warranties

Any warranty only covers technical errors or problems, does not cover downtown, setup, configuration, or any support.

Shipping Charges; Taxes

Shipping dates and completions provided by Promotional Web Solutions are estimates only. Shipping and handling are additional and will be shown on the invoice(s) or other documentation. Loss or damage that occurs during shipping by a carrier selected by Promotional Web Solutions is Promotional Web Solutions responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You will also be responsible for sales, goods, and services, and all other taxes and fees associated with the order.

Quotes

Quotes are only good for 7 days unless otherwise stated on the quote.

Access

Deleting any administrator user names or information in any backend will may result in a cancellation to your contract; void all warranties, service agreements, or any other binding agreement. Cancellation fee may also apply, see discontinuance for more information.

Technical Support

Any technical support given over the phone or remotely, the account holder will be charged the normal rate, unless it is covered under the warranty

Discontinuance

If any user decides or wishes to no longer use our services, the user must contact Promotional Web Solutions to discontinue service. Closing an account earlier will result in a broken agreement, which a \$125.00 cancellation fee per agreement will be assessed to the account, and must be paid in full with any other remaining debts or balances before the account is officially closed. The user will have 30 days to pay any remaining balances, along with the \$125.00. If the user does not pay within the 30 days late fees may apply. If the balance is not paid within 90 days, the account will be moved to credit personals and collection agents, your personal credit score may be affected. Promotional Web Solutions has the right to discontinue our services to anyone, without any official statement, if Promotional Web Solutions were to discontinue service to anyone, users will not have to pay the cancellation fee of \$125.00, however the user is responsible for any remaining debts or balances, and any late fees that may apply and must be paid within 30 days. If a renewal on any domain, hosting, or website is not done. We reserve the right to resell, lease, or sub lease the domain, hosting, or website in whole.

Domain Names

Promotional Web Solutions owns all domain names that requested by the end user, a user does not have any ownership over the domain name. The user is only renting the domain name from Promotional Web Solutions during the time of the agreement. We reserve the right to sell or release any domain names that we own, operate, or control, to anyone after any current agreement with the domain name is up, at any price. Any user may rent a domain from Promotional Web Solutions at annually rate and fee.

Transfer of Ownership

Anyone who wishes to transfer ownership of any site will also need written consent of Promotional Web Solutions to transfer the agreement as well.

Coupons and Gift Certificates

All coupons and gift certificates must be surrendered at the time of purchase they can't be redeemed for cash. Coupons and gift certificates can't be used against late charges, cancellation fees, or remaining balances.

Dispute Resolution

The parties will attempt to resolve any claim, dispute, or controversy (whether in contract, tort or otherwise) against Promotional Web Solutions, its agents, employees, successors, assigns, or affiliates (collectively for purposes of this paragraph, "Promotional Web Solutions") arising out of or relating to this Agreement, Promotional Web Solutions advertising, or any related purchase (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation.

Severability

In the event that any portion of this Agreement is invalidated or held unenforceable by a court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Non-discrimination

In the performance of the obligations under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin, ancestry, income level, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The Parties further agree not to discriminate against any subcontractor or person who offers to subcontract under this Agreement because of race, religion, color, age, disability, sex, or national origin