



Auto Web Design Terms of Service

These are the terms and conditions under which Auto Web Design provides all Internet services (“service” or “services”). These Terms of Service act as a fully binding agreement between Auto Web Design, Inc. (“Auto Web Design”) and each of its customers (“Customer”).

1. Auto Web Design shall primarily communicate with Customer through by electronic mail. Notice of any events or changes involving Customer’s service or this agreement shall be considered given at the time that such notice is sent by e-mail to Customer.
2. Auto Web Design will never sell or disclose Customer’s contact information or customer lists to any third party, unless required by law or specifically authorized by Customer.
3. All customers must maintain the accuracy of their contact information with Auto Web Design. Failure to do so may result in suspension of service.
4. Auto Web Design reserves the right to refuse or terminate service to anyone, at any time and for any reason. Under no circumstances is Auto Web Design responsible for any damages resulting from termination of service.
5. Auto Web Design may make changes to these Terms of Service at any time, and such changes will take effect thirty (30) calendar days after notice of the changes is given to Customer. If Customer does not agree with these Terms of Service, Customer must discontinue use of their services immediately and contact Auto Web Design to cancel their account.
6. Payments are due on the accounts due date (a specific day of the month which is set when the first product is purchased from Auto Web Design) and Auto Web Design dispatches e-mail billing reminders approximately ten (10) calendar days prior. If payment is not received by the due date, Customer’s account will be suspended. Accounts may be deleted if they have spent ten (10) or more calendar days in a suspended state. Accounts past due may be subject to interest at the rate of 1.5% per month.
7. A \$30.00 service charge applies to all returned checks, cashier’s checks, or money orders.
8. Charges will be billed according to the price list currently in effect and posted. Customer may cancel an account or service at any time, but is responsible for fees remaining. For month-to-month billing, Customer is responsible for the current month’s charges. Prepaid accounts are not refundable if Customer chooses to terminate the account before the paid period has expired.



9. If any invoice or portion thereof is disputed, the invoice must still be paid in full by the due date. Any credits issued in resolution of the dispute will be applied to the subsequent month's invoice.
10. Auto Web Design may modify account or service pricing at any time. Increases will take effect thirty (30) calendar days after notice has been provided to Customer. Customer may choose to cancel the account or service to avoid a price increase.
11. Customer is responsible for complying with United States federal, state, and local laws, and applicable laws of any other countries with which Customer uses the Internet to communicate. Customer may not participate in or support any illegal activities through the use of their service. Auto Web Design does not control the content of network traffic to or from their services or network.
12. Auto Web Design's services are provided as-is, and are to be used at Customer's own risk. Auto Web Design provides no warranties of any kind, expressed or implied, including warranties of sale ability or fitness for any particular purpose. Auto Web Design is not responsible for hardware or software damage, loss of wages or data, or any other financial or personal loss resulting from the use of, or inability to use, the service. Any liabilities are strictly limited to the amount of the fee(s) paid for services rendered. All services are provided on a month to month basis.
13. Customer is responsible for all actions taken or caused to be taken in Customer's use of the service. As a condition of service, Customer agrees to indemnify and hold harmless Auto Web Design's officers, employees, agents, shareholders, and partners from any cause of action originating from use of the service.
14. Web sites hosted at Auto Web Design are the responsibilities of the customer and as such owned out right by the customer. Ownership of a web site is determined by the name listed as the domain registrant.
15. Due to the insecure nature of much of the global Internet, Auto Web Design strongly suggests that credit card numbers or other personal information never be sent through e-mail or any other Internet service, unless proper encryption is used. Customer is fully liable and responsible for the security and integrity of their own services and web sites. Auto Web Design will not be held liable for any security breaches that may occur. Customer agrees to fully indemnify and hold harmless Auto Web Design from any legal or financial claims that may result from a breach in the security of Customer's services.



16. If any portion of this agreement is found to contradict federal, state, or local laws, the remaining portions will remain in full force. Any and all disputes regarding or resulting from this agreement will be governed by the laws and courts of San Diego, California.

Additional terms and conditions may apply to some services; these terms are specified within the service's listing in the web site panel. If you have any questions regarding our terms, conditions, and policies, please call Auto Web Design at 760 440-0206, or e-mail us through our online contact form.

(Name of Web Site)

(Sign)

(Date)

Auto Web Design