



## Terms and Conditions

For customers utilizing website hosting, website development, or other services provided Needed Basics Digital Services LLC

Following are terms of services for website hosting, domain registration, and website development services provided by Needed Basics Digital Services LLC ("NBDS LLC"). The customer shall provide billing address and any other information necessary for NBDS LLC to maintain website hosting and registration services. Any information not provided at sign-up will be requested by NBDS LLC Web Design and provided by the customer. Signature on our order form, or submission of an online order for service, indicates agreement to these terms of service.

1. **Website Hosting Payment Terms:** Billing for website hosting service will commence when the website hosting service is created, prior to development of a new website project. Website hosting services are invoiced monthly. Payment is due by the 15th of the current month's hosting service. Termination of Website Hosting Services with NBDS LLC requires a 30-day advance notification via phone, e-mail or postal mail. If a customer chooses to activate their domain name through NBDS LLC, their domain name registration will expire with their hosting service. NBDS LLC reserves the right to change the rates by notifying customers 60 days in advance of the effective date of the change. NBDS LLC reserves the right to cancel hosting service at any time.

2. **Website Hosting Pre-Payment Terms:** NBDS LLC may offer a discount for paying an entire year of hosting service up front. Refunds will not be issued in the case that a customer cancels their hosting service before the period they have pre-paid for.

3. **Payment Terms Website Development:**

A. **Custom Website Development:** NBDS LLC requires a minimum of 50% down payment on all custom website development and design services. Down payment on website development is non-refundable, and down payment amount may be modified at NBDS LLC's discretion. The final balance is due 15 days from completion of website development project. If NBDS LLC is developing a website that is not also hosted by NBDS LLC, final payment for the project must be received prior to project launch or relinquishing ownership to customer. Should a development project span more than 30 days, customer will receive progress billing in the amount of at least 25% of the remaining balance each month, beginning on day 30 of development. Ongoing website maintenance and updates are billed on the 1st calendar day of the following month.

B. Semi-Custom Website Development: NBDS LLC requires the first month for semi-custom website subscription services, and full payment for any add-ons, upon order completion and prior to development. Monthly service will be billed on the first day of each calendar month, for as long as the service remains active.

4. General Payment Terms: Payment is due 15 days after the date of an invoice for all services. Accounts are in default if payment is not received 20 days after the invoice date. If customer pays by check that does not clear, the customer is immediately in default and subject to a returned check charge of \$35. Accounts unpaid 60 days after date of invoice will be subject to service interruption. Such interruption does not relieve you from the obligation to pay the monthly charge. Accounts in default are subject to an interest charge of \$5.00 or 1.5% per month on the outstanding balance, whichever is greater. If your state law does not allow an interest rate of 1.5% per month, the maximum allowable rate for your state will be charged. If you default, you agree to pay NBDS LLC its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.

5. Content Responsibilities: The customer is responsible for all content posted or stored on their web hosting space. NBDS LLC exercises no control over the content or information contained on the servers used for hosting. NBDS LLC will not be responsible for any direct, indirect, or consequential damages which may result from the use of this service by its customers or any other related or unrelated third parties. NBDS LLC is not responsible for backing up data or recovering data in case of loss on the customer's behalf. There are no warranties expressed or implied for the services the NBDS LLC provides or the software used by the customer.

6. Service Interruptions: NBDS LLC is not responsible for interruptions of service beyond its control. This includes interruptions by its suppliers and natural disasters.

7. Account Credentials: The customer agrees to keep all user IDs and access codes/passwords confidential. Sharing of account information and passwords is strictly forbidden. If a customer believes that his user ID or password has been compromised, the customer agrees to contact NBDS LLC immediately via e-mail or telephone.

8. Governing Laws: NBDS LLC Web Design's corporate office is located in St. Louis, MO. This agreement will be performed in and governed by the laws of the State of Minnesota. Any claims or legal action arising out of this Service Agreement must be instituted within one year after the claim or cause has arisen. NBDS LLC reserves the right to discontinue service for violation of any of the conditions of this service agreement.

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration.

9. Third Party Networks: Any access to other networks connected to NBDS LLC Web Design's network must comply with the rules appropriate for that other network.

10. Disk Storage and Bandwidth: NBDS LLC Web Design will monitor the customer's current disk storage and bandwidth. If usage exceeds the amount registered for, NBDS LLC will contact the customer in an attempt to make an arrangement for additional resources. If customer does not respond, or is unable to be reached, NBDS LLC shall have the right to take corrective actions for exceeding resources. Such actions may include assessing additional charges, increasing service plan, temporarily discontinuing services, or terminating the current agreement. If the customer feels that more disk storage is required, it is the customer's responsibility to contact NBDS LLC Web Design (info@neededbasics.com or 314-722-8090) to discuss options for increased disk storage.

11. Content and Terms of Use: All services provided by NBDS LLC Web Design may be used only in accordance of the law. Storage, documentation, transmission, or presentation of information or data that violates US Federal, State, or City law is strictly prohibited. This includes, but is not limited to, copyrighted or plagiarized material, racist or threatening material, material that is obscene, pornography, "adult only" content, or material protected by other statute.

NBDS LLC Web Design prohibits website hosting customers from participating in pirating unlicensed software, pirating mp3 files, listing hacker programs or archives, hosting warez websites, pornography. The customer agrees to indemnify and hold NBDS LLC Web Design harmless from any claims resulting from his/her use of NBDS LLC Web Design's services that damage the customer or another party. Use of NBDS LLC Web Design's web hosting and e-mail Services to send Unsolicited Commercial E-mail (UCE or "SPAM") is strictly prohibited and may be cause for immediate account termination. The customer agrees to pay NBDS LLC any reasonable expenses, including attorney and system administration fees, incurred in responding to complaints and damages caused by the action of sending Unsolicited Commercial E-mail.

12. Adherence to Proposal: It is the responsibility of the customer to review in full all proposals for website development, website design, and other services provided by NBDS LLC. Should services or resources fall above the scope of the original proposal, NBDS LLC reserves the right to either refuse project add-ons or invoice appropriately to account for additional time and materials needed. Payment for add-ons that fall above the scope of the original project is due prior to development or net 15 days, at NBDS LLC's discretion.

13. Project Timeline: It is the responsibility of the customer to review the project timeline and adhere to the dates for deliverables on their part. Failure to meet deadlines imposed by NBDS LLC will result in delay of project, or risk putting the project on hold. NBDS LLC may invoice customer for additional resources should the delay of a project interrupt NBDS LLC's workflow. Indefinite delay of a project may result in project termination, and a new development agreement must be reached prior to restarting the project. Down payments for services are non-refundable, and will not be returned to customer should a project be delayed or terminated as a result of the customer failing to adhere to project timeline.

14. Administrative Access: To prevent malware installation on our servers, full administrative access to a WordPress installation on NBDS LLC's hosting services will not be granted to customers. Customers may request access to specific features of a website, and access may be granted at NBDS LLC's discretion.

15. Website Copyright:

A. Custom Websites: The copyright on a custom website is transferred to the website purchaser after full payment has been received for the website. If copyright transfer has been processed, customer may receive a full backup of their website upon cancellation. This backup will include the entire file structure in a .zip file and, if applicable, an SQL file containing the MySQL database dump.

B. Semi-Custom Websites: WordPress login credentials are not available to customers who purchase subscription or layout websites. The copyright on semi-custom website development is transferred to the website purchaser after one (1) year of active subscription service. If a semi-custom website is paid for in advance, the copyright is transferred upon full payment for website development. If copyright transfer has been processed, customer may receive a full backup of their website upon cancellation. This backup will include the entire file structure in a .zip file and, if applicable, an SQL file containing the MySQL database dump.

16. Website Go Live and Access: A project is considered complete when full development scope has been reached, and project is approved by the customer. Should customer request changes beyond what was agreed to in the original proposal, NBDS LLC may complete these changes at additional cost. Once a project is considered complete, customer has one business week to launch the website, or provide NBDS LLC with credentials necessary to bring the website live. Failure to launch a website within one week of completion of the project may delay go live date, and may incur additional expenses at NBDS LLC's discretion. Once a project is complete, all changes requested will fall under NBDS LLC's standard website maintenance schedule. Account access to website and written or verbal training, as agreed to in the initial proposal, will be granted only after final payment for the project is received by NBDS LLC.

17. Termination/Cancellation Policy: NBDS LLC Web Design requires a 30-day notice prior to canceling a website maintenance account. At the time of cancellation, all website files, email accounts, and e-mails will be transferred to your hosting account; you are responsible for requesting a backup of these files should you need them for future use.