

SCRAPPY STUDIOS TERMS OF SERVICE AGREEMENT
Scrappy Studios - 1625 Philadelphia Ave., Orlando, FL 32803 - 407.228.0248

CLIENT INFORMATION

Company/Client Name _____
Contact Name _____
Address _____

City _____ **State** _____ **Zip Code** _____
Phone _____ **Fax** _____
Email _____
Web Site URL _____

GENERAL

This agreement becomes effective only when signed by Scrappy Studios. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Orange County, Florida, and any dispute will be litigated or arbitrated in Orange County, Florida.

Client Obligation - Clients are responsible for abiding by the terms set forth in the paragraphs below. We reserve the right to permanently discontinue service at any time, without notice, should anyone be found in violation of these stated terms and conditions.

Reservation of Rights - All rights not expressly granted shall be reserved to Scrappy Studios.

Grant of Rights - Copyright to the finished assembled works produced by Scrappy Studios is owned by Dana Cormaney. Upon full receipt of payment to Scrappy Studios for work completed, the client is authorized limited usage rights to use the design, graphics, and text contained in the finished assembled works for purposes stated. Rights to images, source code, scripting, related assets supplied by Scrappy Studios may not be used by the client apart from their use on the web site or understood/stated purpose, are not transferred to the client, and remain the property of their respective owners. In the event of a dispute regarding copyrighted material, assembled works, content or source code, Scrappy Studios maintains the right to remove / request removal of suspect material from client site or from public display (within reason) until dispute is settled, and has no obligation to provide removed material once dispute is resolved. Clients are expected to comply with requests of content removal, or be subject to litigation in court. The client agrees to pay all fees incurred by that process. Scrappy Studios retains the right to display client graphics and web design elements for portfolio reasons.

Limited Use Rights – Scrappy Studios is not obligated to release native files of any contracted service to any client unless specific terms have been contracted and paid for in advance. Clients of Scrappy Studios are entitled to limited usage rights of creative material and derivative works. In the event of non-payment on client's behalf or in the event of termination of this agreement, all project content and files associated with the account, with the exception of client's intellectual property and any copyrighted content, will remain sole property of Scrappy Studios. At that time, Scrappy Studios will be released from further obligation.

Authorship Credit - Authorship credit in the name of Scrappy Studios shall be given when necessary or required.

Project Assignment Scrappy Studios reserves the right to assign subcontractors to any project to insure satisfaction and prompt completion.

Expenses - Client agrees to reimburse the designer for all expenses of production as well as related expenses including but not limited to illustration, fonts, photography, travel, and telephone. These expenses shall be marked up a minimum of 5% by Scrappy Studios and billed to the client to cover overhead and carrying expenses.

Payment Of Services - Payments must be made promptly. All payments expected within 14 days of the billing date, unless payment arrangements are approved in advance. All payments accepted in US funds only; Cash, money orders and personal checks.

If you that have a running account balance, your minimum payment is due by the 15th of the month or you will be charged a late fee.

Late Payments - Any balance going unpaid upon due date will be considered delinquent. If your payment is not received within 14 days of the billing date, you will be charged a \$20 late fee. Payments must be received by 5 pm EST to be credited for that business day.

Debt Collection - In case collection proves necessary, the client agrees to pay all fees incurred by that process. All past due balances of 30 days or more will be turned over to our collection department. If an account balance remains delinquent 15 days after its due date, Scrappy Studios has the right to terminate the account.

In the event of non-payment on client's behalf or in the event of account termination, all account files will remain sole property of Scrappy Studios and access to all files and services will be restricted. Scrappy Studios is not obligated to provide client with removed content after payment/settling of a delinquent account.

Account Termination - Scrappy Studios reserves the right to suspend/terminate any client account in default. Once this occurs, your account with Scrappy Studios will be terminated and no further services will be offered to you. At that time, Scrappy Studios will be released from further obligation.

In no event will Scrappy Studios be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising from the closing/termination of an account.

Account Re-instatement - If an account is suspended or terminated, there will be a \$50.00 account re-instatement fee if applicable. Other fees will apply.

Refunds - Refunds will not be given.

Disclaimer - If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Should Scrappy Studios waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Scrappy Studios to waive the same clause on any other occasion.

WEB DESIGN & DEVELOPMENT

Authorization - Client acknowledges engaging Scrappy Studios as an independent contractor for the specific purpose of developing and / or improving a website for publication to the World Wide Web. The client agrees to select a web hosting service which allows Scrappy Studios full access to the website and a cgi-bin directory via FTP. The client hereby authorizes Scrappy Studios to access account, and authorizes the web hosting service to provide Scrappy Studios with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for account project.

Project Release – Publication of your web site to the World Wide Web will only occur after your full payment is received. In the event of non-payment on client's behalf or in the event of termination of this agreement, all web site content, with the exception of client's intellectual property and any copyrighted content, will remain sole property of Scrappy Studios and will be removed from web server. At that time, Scrappy Studios will be released from further obligation.

Copyrights and Trademarks - The client represents to Scrappy Studios and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Scrappy Studios for inclusion in web pages is original and that the submitter is the intellectual property owner and copyright holder, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Scrappy Studios and its subcontractors from any claim or suit arising from the use of such elements furnished by the client. Scrappy Studios does not knowingly host copied material and will not be held accountable for suspect submitted material. Engaging in activity that infringes or misappropriates the Intellectual Property rights of third parties, including copyrights, trademarks, service marks, trade secrets, software piracy, patents and other similar rights held by third parties shall result in termination of all privileges.

Authorship Credit - Authorship credit in the name of Scrappy Studios shall appear on the web site at the page bottoms. If client or any representative thereof alters the web site design, Scrappy Studios shall have the right to remove designer's name.

Grant of Rights - Copyright to the finished assembled work of web pages produced by Scrappy Studios is owned by Dana Cormaney. Upon full receipt of payment to Scrappy Studios for work completed, the client is authorized rights to use the design, graphics, and text contained in the finished assembled website, for the purpose of publishing a website. Rights to images, source code, scripting, related assets supplied by Scrappy Studios may not be used by the client apart from their use on the web site, and are not transferred to the client, and remain the property of their respective owners. In the event of a dispute regarding copyrighted material, assembled works, content or source code on client site, Scrappy Studios maintains the right to remove / request removal of suspect material from client site until dispute is settled, and has no obligation to provide removed material once dispute is resolved. Clients are expected to comply with requests of content removal, or be subject to litigation in court. The client agrees to pay all fees incurred by that process. Scrappy Studios retains the right to display client graphics and web design elements for portfolio reasons.

Web Site Promotion - Clients acknowledge understanding that a website does not promote itself. Clients are responsible for promoting or procuring promotion for their website. Search Engine entry and ranking can in no way be guaranteed as this remains the sole discretion of the third party search engine provider.

WEB ACCOUNT MANAGEMENT

Domain Name Registration & Web Hosting - Scrappy Studios will provide account setup for domain name registration and web hosting upon request. Domain name registration and hosting services are obtained and held by Scrappy Studios on the client's behalf using third parties. Client takes all risks in connection with the solvency and performance of such third parties. Client agrees to hold harmless, protect, and defend Scrappy Studios and its subcontractors from any claim or suit arising from the use of such services. Clients choosing Scrappy Studios account management services acknowledge that Scrappy Studios and its clients are bound by the hosting

company's Usage Agreement and must comply at all times to avoid site suspension or termination of services.

Annual Renewal – Generally, hosting accounts are billed on an annual basis, one month prior to expiration. Your account will be marked for deletion if payment is not secured three (3) days before the renewal date. If you do not wish for your domain to be renewed, you must contact us three (3) days before the renewal date to cancel or you may be subject to a minimum \$25 cancellation fee.

Image Repository & Remote Linking - Scrappy Studios offers web account management for select clients. The web hosting services we use are not to be used as a software/image repository. This means you cannot use your account to store images that are pulled from another website, such as from an auction site.

Unsolicited Email - Scrappy Studios will not send unsolicited e-mail. Unsolicited mass e-mailing (known as SPAM) sent from Scrappy Studios hosting clients will NOT BE TOLERATED. This includes listing a hosted domain address in any unsolicited email. Your account will be suspended / terminated upon violation. No exceptions. All incident reports will be investigated.

Backups - Backups of sites and all the files associated with the sites are done upon site design completion. Monthly Backups of site will be completed if requested by the client, for an additional fee.

Revisions & Maintenance - Scrappy Studios shall be given the first opportunity to make revisions requested by the client, chargeable under separate terms and agreements. Light / little text alteration, link validation and graphic changes are considered maintenance. Page formatting/development is considered a redesign or site expansion. Redesigning/expanding portions of said site is not considered site maintenance, and will be priced accordingly. Scrappy Studios is not responsible for any site failure occurring due to incompetent web master skills of other designers.

Web Account Suspension - Scrappy Studios reserves the right to suspend web site access to the Internet viewer until balance is paid in full.

Scrappy Studios works promptly to investigate and resolve all issues before suspending an account, and will only suspend an account after all other acceptable options are exhausted. In an attempt to resolve issues, Scrappy Studios will contact account holder (usually by email), then after 48 hours with no response, the site will be suspended for 7 days. If the dispute is not resolved after 7 days, Scrappy Studios maintains the right to take further action, at our discretion.

Web Account Termination - In the event of termination of this agreement, all web site content, with the exception of client's intellectual property and copyrighted content, will remain sole property of Scrappy Studios and will be removed from web server.

Disclaimer - Scrappy Studios is not responsible for any server/host failure that may occur. Scrappy Studios does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will Scrappy Studios be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Scrappy Studios has been advised of the possibility of such damages.

We reserve the right to permanently discontinue service at any time, without notice,

should you be found in violation of our aforementioned terms and conditions. Non-Payment of services will result in the suspension / termination of hosting privileges.

In making this agreement each party confirms that they have not relied on any inducement not recorded in this agreement.

Client Signature

X _____

PRINT NAME HERE _____

DATE SIGNED _____

Scrappy Studios Representative

X _____

PRINT NAME HERE _____

DATE SIGNED _____