

DESALVO WEB SITES
Professional Web Design

TERMS AND CONDITIONS OF USE

DeSalvo Web Sites is a company that specializes in web site design, as well as other web services, and is where professional web designers take pride in making web sites and homepages for companies, businesses, organizations, personal use and the future! DeSalvo Web Sites is a company based in the United States, and more specifically, headquartered in the state of New York.

This terms and conditions of use policy pertains solely to all operations and services provided by, or therefore obtained from, DeSalvo Web Sites.

1.0 Terms and Conditions of Use Statement

- 1.1 Each user (“user” being defined as, in all instances within this terms and conditions of use policy, the web user of the services provided by DeSalvo Web Sites) is subject to this policy of the terms and conditions of the use of the services provided by our (“our” being, in all instances within this terms and conditions of use policy, the entity of DeSalvo Web Sites) company, DeSalvo Web Sites, due to their use of our services.
- 1.2 Every user that utilizes the services provided by our company, DeSalvo Web Sites, thereby accepts the terms and conditions of this policy.

2.0 Our Rights

- 2.1 Our company, DeSalvo Web Sites, holds the right, but not the obligation, to take any of the following actions in our solitary judgment at any time and for any reason without notification to you (“you” referring to, in all instances within this terms and conditions of use policy, the web user of the services provided by DeSalvo Web Sites):
 - 2.1.1 Restrict, suspend, or terminate your access to all or any part of the services provided by DeSalvo Web Sites;
 - 2.1.2 Change, suspend, or discontinue all or any part of the services provided by DeSalvo Web Sites;
 - 2.1.3 Refuse, move, or remove any content or services that are available on our company web site located at <http://www.desalvowebsites.com>;
 - 2.1.4 Deactivate or delete your account, including any username and password login capabilities;
 - 2.1.5 Further establish limitations to the use of our services (“our services” being defined, in all instances within this terms and conditions of use policy, as the services provided to web users by our company, DeSalvo Web Sites) in affect to the abuse of our services.

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- 2.2 In using our services, you concur with our practice that our company, DeSalvo Web Sites, is and will not be liable to you or any third party sources for taking any of the actions listed under Chapter 2.0 / Section 2.1.

3.0 Our Web Site Content

- 3.1 On the main web site of our company, DeSalvo Web Sites, located at <http://www.desalvowebsites.com>, each user will have the ability to view the mission, services, corporate policies, and corporate information of our company. DeSalvo Web Sites has taken on the task of centralizing all of our services and corporate information in a single setting, which includes easy navigation tools.
- 3.2 You may be exposed to content and/or services that you find offensive, indecent, or reprehensible in either a direct or indirect way, and you, as a user of the services provided by our company, DeSalvo Web Sites, and therefore in acceptance of these terms and conditions of the use of the services provided by our company, DeSalvo Web Sites, bear all risks associated with using that content and/or services.
- 3.3 Your feedback regarding questions, concerns, or comments of our web site content is always welcomed and appreciated. Any and all questions, comments, or concerns regarding the content of our company web site located at <http://www.desalvowebsites.com> should be directed to our service department via e-mail or live online support.
 - 3.3.1 For e-mail purposes, you may contact the Service Department of our company, DeSalvo Web Sites, at servicedept@desalvowebsites.com.
 - 3.3.2 For live online support purposes, you may visit our company, DeSalvo Web Sites, live customer support center that may be found by viewing our main company web site at <http://www.desalvowebsites.com> and clicking on the “Support” tab. Next, direct your question, concern, or comment regarding the content of our web site to the “Service Department”.
 - 3.3.3 Please note that any and all of your question(s), concern(s), or comment(s) may be filed or secured on our online, password-protected , security-encrypted database for site improvement purposes.

4.0 General Terms of Service (TOS)

- 4.1 DeSalvo Web Sites is not responsible for any hacking of any part of a web site or homepage for personal or company use. DeSalvo Web Sites will work to fix the problem within 72 hours upon notification from the client. After a web site or homepage is hacked, DeSalvo Web Sites has the right to immediately change username and password access to a client’s web site or homepage to prevent hacking again upon notification to the client.
- 4.2 DeSalvo Web Sites does not make or is responsible for the making of web sites or homepages that include pornographic images, vulgar or profane language, racist images or text, youth violence, etc.

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- 4.3 If a client has a web site or homepage using the DeSalvo Web Sites server or any free server as a host that conflicts with TOS #4.2, DeSalvo Web Sites has the right to delete the client's web site or homepage off our server or another host's server immediately without notification to the client.
- 4.4 Any web sites or homepages made on other servers are also liable for following the Terms of Service of that host. DeSalvo Web Sites is not responsible for any conflictions that may occur because of a client not following the host's Terms of Service.
- 4.5 All clients have 30 days to make payments upon their first invoice. A 30 day late fee of 5% of the first invoice total is added upon a second invoice. A 60 day late fee of 20% of the second invoice total is added upon third invoice, along with the deletion of your web site or homepage.
- 4.6 If payments are not being paid (60+ days overdue) for web sites or homepages made by DeSalvo Web Sites, DeSalvo Web Sites has the right to immediately shut down all access to the domain, web site or homepage, e-mail provided by that service, uploading, etc. without notification to the client. Then you will have 30 days to pay the payment with the overdue fee(s) or the whole service will be cancelled and deleted after a 3-day notification to the client prior to the canceling and deleting of the whole service. If legal action is to be taken, TOS #4.25 and TOS #4.26 will apply.
- 4.7 No refunds are available for conflictions with TOS #4.12 and / or TOS #4.36.
- 4.8 DeSalvo Web Sites is not responsible for any downtime of a client's web site or homepage due to the host they picked. DeSalvo Web Sites will try to contact the host to fix the problem immediately upon notification from the client.
- 4.9 Downtime or mistakes on a web site or homepage due to a problem in the making by DeSalvo Web Sites will be fixed immediately (within 72 hours) upon notification from the client. DeSalvo Web Sites is not responsible for downtime or mistakes if not notified.
- 4.10 There is no age limit to clients wanting a web site or homepage, as long as it doesn't conflict with any of the other terms of service for DeSalvo Web Sites or the Terms of Service for another host or server the client uses.
- 4.11 DeSalvo Web Sites is not responsible for any false data given by a client when registering data into a host's database and server. Any confliction with the Terms of Service of another host because of false data does not make DeSalvo Web Sites liable.
- 4.12 A client's web site or homepage made by DeSalvo Web Sites may be immediately deleted without notification to the client if (DeSalvo Web Sites is not responsible for any of the following):
 - 4.12.1 conflicts with TOS #4.2

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- 4.12.2 is used to stalk or harass others
 - 4.12.3 provides or uses illegal information or creates illegal activity
 - 4.12.4 identifies people without their permission
 - 4.12.5 uses or creates sexual misconduct
 - 4.12.6 conflicts with copyrights or patents
 - 4.12.7 transmits viruses, trojan horses, worms, computer hacks, junk / spam e-mail, etc.
 - 4.12.8 sells or distributes illegal objects, drugs and medicines, etc.
 - 4.12.9 used to hack other web sites or homepages
 - 4.12.10 taking off the DeSalvo Web Sites link (see TOS #4.14)
 - 4.12.11 conflicts with TOS #4.19
 - 4.12.12 violates any local, county, state, national, international, etc. law or agreement
 - 4.12.13 conflicts with TOS #4.29
 - 4.12.14 conflicts with TOS #4.3 or #4.6
- 4.13 DeSalvo Web Sites is not responsible for any reputations built for the client by the web site or homepage DeSalvo Web Sites has designed.
- 4.14 There is a link on every homepage and web site made by DeSalvo Web Sites to our company web site. That link is to stay on every web site or homepage and is considered illegal to our terms of service when deleted. Upon deleting our link, DeSalvo Web Sites has the right to either / or put the web site link back on the web site or homepage and charge a minimum fine of \$20.00, a maximum fine of \$500.00, and / or delete the web site or homepage with notification to the client. DeSalvo Web Sites will negotiate with the client if there are any problems with this term and will make sure the link is a reasonable size (not too big or too small).
- 4.15 DeSalvo Web Sites is not responsible for any of the links put on a client's web site or homepage that conflict with TOS #4.2 or TOS #4.12. Same terms apply.
- 4.16 DeSalvo Web Sites is not responsible for any problems with FTP logins, a limit of storage space, etc. by the host chosen by the client. DeSalvo Web Sites will work to fix these problems immediately upon notification from the client.
- 4.17 DeSalvo Web Sites does not put banners or advertisements on web sites or homepages on the DeSalvo Web Sites server. DeSalvo Web Sites is not responsible for any banner ads or advertisements put on web sites or homepages when using a different hosting service other than DeSalvo Web Sites.
- 4.18 All information given to DeSalvo Web Sites by a client will be kept confidential unless noted otherwise (please check with DeSalvo Web Sites if you are not sure if your information is available to the public). DeSalvo Web Sites has the right to give any client's information to authorities or government officials if asked by authorities or government officials.
- 4.19 Any falsified contact and registration information given to DeSalvo Web Sites may lead to the deleting of the client's web site or homepage upon notification to the client if the data is not changed within 72 hours of notification. If after changed the

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contact and registration information is still false, the client may be subject to a minimum fine of \$25.00, a maximum fine of \$500.00, and the deleting of the client's web site or homepage without notification to the client.

- 4.20 DeSalvo Web Sites stores all page(s), pictures, etc. used to make a homepage or web site on a special server, as well as backs up each clients information on individual disks every time a page, picture, etc. is updated. DeSalvo Web Sites is may not be held responsible for loss of data, but will work to fix any problems that may occur immediately.
- 4.21 DeSalvo Web Sites is not responsible for any maintaining of a web site or homepage if the maintaining package is not included in the client's payment and contract. DeSalvo Web Sites offers maintaining of a client's web site or homepage, but no drastic information or image changes are made without consent or notification from the client. Therefore, DeSalvo Web Sites is not responsible for any drastic changes in information or images because of misunderstanding from a client.
- 4.22 DeSalvo Web Sites does not prohibit or is responsible for religious freedoms and / or expressions used on a client's web site or homepage.
- 4.23 DeSalvo Web Sites does not prohibit or is responsible for any criticizing and / or criticizing expressions used on a client's web site or homepage. DeSalvo Web Sites does prohibit criticism and / or criticizing expressions if it conflicts with another term of service.
- 4.24 DeSalvo Web Sites is not liable for any grammar, punctuation, spelling, etc. errors in a client's web site or homepage due to errors in the original work from the client. DeSalvo Web Sites does not change errors automatically, but will contact the client if errors are spotted for consent to change the error(s).
- 4.25 If any legal action is necessary for overdue payments, the client is to pay all legal fees that include attorney fees and employee overtime payments (on top of any of the host's fees).
- 4.26 If any legal action is necessary for disturbance with this Terms of Service, the person(s) will be liable for paying all legal fees that include attorney fees and employee overtime payments (on top of any fines that may be charged)
- 4.27 No part of DeSalvo Web Sites or any of our client's web sites or homepages may be copied without prior consent from DeSalvo Web Sites or the client. Any client that uses DeSalvo Web Sites for a web site or homepage web design gives these rights to DeSalvo Web Sites upon signing this TOS (unless argued otherwise and agreed upon). Consequences include a maximum fine of \$5000.00 and if copied, duplicated, reproduced, etc., legal action may be taken and TOS #4.25 and TOS #4.26 will apply.
- 4.28 Any client has the right to demand immediate deleting of a web site or homepage by DeSalvo Web Sites. If this conflicts with any of the terms of service, the client may

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be fined a maximum of \$10,000.00. If legal action is to be taken, TOS #4.25 and TOS #4.26 will apply.

- 4.29 Any web site or homepage made by DeSalvo Web Sites is not for resale, reproduction, duplication, distribution, trade, etc. Any confliction with this may lead to a maximum fine of \$5000.00 and / or the deleting of the web site or homepage. The client will also be liable for destroying all of the duplications, reproductions, etc. or stopping the resale or trade immediately. If legal action is to be taken, TOS #4.25 and TOS #4.26 will apply.
- 4.30 All clients are responsible for following the DeSalvo Web Sites Terms of Service, as well as the Terms of Service / Conditions of the server a client chooses to be hosted by. Any client who has a confliction between themselves and another host's terms of service can not hold DeSalvo Web Sites liable.
- 4.31 All services require fees other than the web design (domain name, specially priced items, etc.) be paid prior to the registration, designing, and / or ordering of web services through DeSalvo Web Sites to help guarantee registration and domain fees are paid without problem occurrence. Special grants are given to schools, educational organizations, and government offices upon grant by the DeSalvo Web Sites' CEO.
- 4.32 If conflictions occur with TOS #4.31 after a grant being given by the DeSalvo Web Sites' CEO with overdue payments, the overdue payments and fines are doubled upon each new 30 day invoice.
- 4.33 All clients are responsible for knowing any changes in this General Terms of Service and following the General Terms of Service. The Terms of Service may be changed without notification to a client. Any changes to this Terms of Service can be found on our web site (www.desalvowebsites.com) or can be e-mailed to a client when asked.
- 4.34 Search engine submission is only available for customers who have done business with DeSalvo Web Sites in the past, which includes some type of a web design package. All terms apply to search engine submissions and all search engine rules must be followed as to which search engines you submit to.
- 4.35 Domain registration is included in the price of any package of your own domain homepage or web site. For additional domains, the price is as stated. All terms for the domain registering service gone through applies and all the terms stated in this Terms of Service apply.
- 4.36 Training Session terms are as follows:
 - 4.36.1 Any client who is registered for a training session must prepay for the training session.
 - 4.36.2 All clients are offered a 7th session free with 6 sessions for a graduation certificate in web design.

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- 4.36.3 Any behavioral problems are reported by the instructor. Consequences include (1) a warning of dismissal from our training service; (2) dismissal from our training service (of which you still pay for the full services); (3) a maximum fine of \$20.00 (may be included with consequence 2).
 - 4.36.4 The instructor trains clients based on a well built curriculum, with strict time. If everything listed to be instructed on the day of instruction isn't finished in the time given, the instructor is obligated to give each client who has attended another free session to finish their training of that session.
- 4.37 All prices for DeSalvo Web Sites services are in US dollars and are expected to be paid in US dollars.

5.0 Privacy Policy

- 5.1 Our company, DeSalvo Web Sites, acknowledges the privacy of each customer ("customer" being the user of the services provided by DeSalvo Web Sites) that uses the services provided by our web site and/or company. For information regarding your privacy, please review our company privacy policy, which may be found on the main page of our company web site located at <http://www.desalvowebsites.com>.

6.0 Conduct of Users of Our Services

- 6.1 In agreement, acceptance, and acknowledgement of this terms and conditions of use of the services provided by DeSalvo Web Sites, of which is agreed upon, accepted, and acknowledged upon the use of the services provided by DeSalvo Web Sites, each user must immediately notify our company of any unauthorized use of a user's password and/or account, including any other breach of security. Each user further agrees to logout of their account after each session, when necessary. If a user fails to comply with these terms, our company, DeSalvo Web Sites, shall not be responsible for any loss or damage that may result from security breaches.
- 6.2 If any user is to choose a username that, in our sole judgment, is obscene, indecent, abusive, vulgar or that might otherwise subject our company, DeSalvo Web Sites, to public condemnation or scorn, our company reserves the right, without notification to that user, to automatically change your username or delete, terminate, or deny your access to our services, or any combination of these rights.
- 6.3 Unauthorized access to parts of our web site located at <http://www.desalvowebsites.com> is an infringement upon these terms and conditions of the use of the services provided by our company, DeSalvo Web Sites, and furthermore, a violation of the law. In agreement, acceptance, and acknowledgement of this terms and conditions of use of the services provided by DeSalvo Web Sites, of which is agreed upon, accepted, and acknowledged upon the use of the services provided by DeSalvo Web Sites, each user will not access our web site by any means other than through the interface that is provided for use in accessing our services by DeSalvo Web Sites. In agreement, acceptance, and acknowledgement of this terms and conditions of use of the services provided by DeSalvo Web Sites, of which is agreed upon, accepted, and acknowledged upon the use of the services provided by DeSalvo Web Sites, each user will not use any automated means, including, but not limited to, agents, robots, scripts, or spiders, to access, monitor, or reproduce or

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duplicate any and all parts of our web site located at <http://www.desalvowebsites.com> and/or the services provided by our company, DeSalvo Web Sites, with the exception of those automated means that have been approved by our company, DeSalvo Web Sites, executive department, in writing, prior to their use. These automated means, including, but not limited to, agents, robots, scripts, or spiders, whom are approved for this exception are to be mentioned in the robot.txt specialty file located on the DeSalvo Web Sites server.

7.0 Legal Compliance

- 7.1 No part of this terms and conditions of use policy regarding the terms and conditions of the use of the services provided by our company, DeSalvo Web Sites, shall limit our right to comply with government, court, and law-enforcement requests and/or requirements to any and all users' use of our services.

8.0 Indemnification

- 8.1 In agreement, acceptance, and acknowledgement of this terms and conditions of use of the services provided by DeSalvo Web Sites, of which is agreed upon, accepted, and acknowledged upon the use of the services provided by DeSalvo Web Sites, each user indemnifies, defends and holds our company, DeSalvo Web Sites and all of our executive officers, directors, owners, employees, information providers, and affiliates harmless from and against any and all liability, losses, costs, and expenses (including legal fees) provoked by any part of the services provided by DeSalvo Web Sites, in connection with any and all claims, including, but not limited to, claims of defamation, violation of the rights of publicity and/or privacy, copyright infringement, or trademark breaches commencing from:

- 8.1.1 Your use of our web site located at <http://www.desalvowebsites.com> and/or the services provided by our company, DeSalvo Web Sites;
- 8.1.2 Any use or suggested use of your accounts or passwords by any individual, whether or not authorized by you;
- 8.1.3 Your affiliation to our web site located at <http://www.desalvowebsites.com> and/or the services provided by our company, DeSalvo Web Sites;
- 8.1.4 Your violation or infringement of these terms and conditions; and/or
- 8.1.5 Your violation or infringement upon the rights of any other individual or entity.

9.0 Disclaimer

- 9.1 Our company, DeSalvo Web Sites, disclaims any and all responsibility and liability for the deletion, the failure to store, the misdelivery, or the untimely delivery of any information, materials, or services. Our company, DeSalvo Web Sites, disclaims any and all responsibility and liability for any harm resulting from downloading or accessing any information, materials, or services on the Internet using search results from our web site located at <http://www.desalvowebsites.com>. Our company, DeSalvo Web Sites, disclaims any and all responsibility and liability for any service outages that are caused by the maintenance on the servers or the technology that underlies our web site located at <http://www.desalvowebsites.com>, failures on the part of our service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters and/or any other destruction or damage to our company facilities, acts of nature, war, civil disturbance, or any other agent beyond our reasonable direction and/or control.
- 9.2 Our company, DeSalvo Web Sites, does not certify that our web sites will be uninterrupted or error free. In addition, our company does not make any certifications as to the content on our web site beyond its direct interface. Our web site and their content are distributed on an “as is, as available” basis. Any material that you obtain through our web site located at <http://www.desalvowebsites.com> is done at the user’s own discretion and risk, and the user will be solely responsible and liable for any potential damages to their own computer system, or loss of data thereof, resulting from the user’s own actions in the services provided by our company, DeSalvo Web Sites. Our company, DeSalvo Web Sites, as well as our partners, do not make any warranties that:
- 9.2.1 Our web site located at <http://www.desalvowebsites.com> will meet the requirements of each individual user;
 - 9.2.2 Our web site located at <http://www.desalvowebsites.com> will be uninterrupted, timely, secure, or error free;
 - 9.2.3 The quality of any products, services, information, or material that you purchase or receive through our company web site located at <http://www.desalvowebsites.com>, or any and all combinations thereof, will meet your expectations; and/or
 - 9.2.4 Any errors will be corrected or fixed within seventy-two hours.
- 9.3 Our company, DeSalvo Web Sites, limits its liability to the greatest extent as permitted by the law in those states that do not allow for the exclusion of implied warranties or limitations of liability for incidental or consequential damages or losses, whereas the above limitations or exclusions may not apply to certain users.

10.0 Updating of this Terms and Conditions of Use Policy

- 10.1 In the instance where this policy regarding the terms and conditions of the use of the services provided by our company, DeSalvo Web Sites, is updated, the new terms and conditions of use policy will be posted on our company web site located at <http://www.desalvowebsites.com>. Furthermore, a message will be posted on the

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main page of our company web site upon first entrance notifying the users of the services provided by DeSalvo Web Sites of the new changes and modifications.

- 10.2 Each user of the services provided by DeSalvo Web Sites, in agreement, acceptance, and acknowledgement of this terms and conditions of use of the services provided by DeSalvo Web Sites, of which is agreed upon, accepted, and acknowledged upon the use of the services provided by DeSalvo Web Sites, understands and agrees, accepts, and acknowledges their responsibility to know, and become subject to, any modifications and/or changes that are made to this policy regarding the terms and conditions of the use of the services provided by our company, DeSalvo Web Sites.

11.0 Questions, Comments, or Concerns regarding this Terms and Conditions of Use Policy

- 11.1 Any and all questions, comments, and/or concerns regarding this terms and conditions of use policy that discuss and disclose the terms and conditions of the use of the services provided by our company, DeSalvo Web Sites, should be directed to our executive department via e-mail or live online support.

11.1.1 For e-mail purposes, you may contact the President and CEO of our company, DeSalvo Web Sites, Stephen DeSalvo, at stephend@desalvowebsites.com.

11.1.2 For live online support purposes, you may visit our company, DeSalvo Web Sites, live customer support center that may be found by viewing our main company web site at <http://www.desalvowebsites.com> and clicking on the “Support” tab. Next, direct your question, concern, or comment to the “Executive Department”.

11.1.3 Please note that any and all of your question(s), concern(s), or comment(s) may be filed or secured on our online, password-protected, security-encrypted database for site improvement purposes.

12.0 Date of Effect of Terms and Conditions of Use

- 12.1 This terms and conditions of use policy that discusses and discloses the terms and conditions of the use of the services provided by our company, DeSalvo Web Sites, is effective as of the twenty-eighth day in the month of September in the year 2005.
- 12.2 Last modified and effective as of the twenty-fifth day in the month of August in the year 2008.