

Taylor'd Designs 23
Project Contract Terms & Conditions

Please Read

You (hereinafter referred to as "you" or "Credit Card Holder" or "Client"), Taylor'd Designs 23 (hereinafter referred to as "Taylor'd Designs 23" or "TD 23" or "our", "us" or "we"), our online general Pricing Page located [HERE](#) (hereinafter referred to as "Pricing"), written proposal (hereinafter referred to as "Proposal A-Z").

(A) You are consenting to our Terms and Conditions electronically. "Terms & Conditions" means this agreement (including the service & price details contained on our website also known as "Proposal A-Z"), SEO Agreement, notices of change in terms relating to this agreement, new account agreements, account notifications, and any disclosures required now or in the future by applicable regulation.

(B) In Lieu of this Electronic "Terms & Conditions", you can download a PDF version of the terms [HERE](#).

(C) You have the right to decline this agreement in which case invoicing will cease and no further action will be taken towards the proposal.

(D) By stating "I agree" via email, or by making payment of invoice(s) of "Proposal A-Z" you are confirming that you can access and read and agree to all of this agreement and consent to use of this electronic method of contract acceptance under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN).

(E) You may use the "Contact Us" feature to update information needed to contact you electronically. You should print a copy of this agreement and retain it for future reference.

For your convenience, "Terms & Conditions" consists of the following parts:

Authorization. Client is engaging Taylor'd Designs 23, as an independent contractor for the specific purpose of designing a World Wide Web site (hereinafter referred to as "Web Design Project") to be published on the Wix.com "Hosting Service." The Client hereby authorizes Taylor'd Designs 23 to access this account, and authorizes the Hosting Service to provide Taylor'd Designs 23 and its employees, with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level.

Development. This Web Design Project will be developed using Wix's latest version of Editor or Editor X.

Browser Compatibility - Designing a web site to fully work in multiple [browsers supported by the Wix platform](#).

Assignment of Web Design Project. Taylor'd Designs 23 reserves the right, and you hereby agree, to assign local or international subcontractors to this Web Design Project to ensure that the

terms of this agreement are met as well as meeting the estimated completion date if one was provided.

Copyrights and Trademarks. The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Taylor'd designs 23 for inclusion in the Web Design Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Taylor'd Designs 23 its employees and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client. The client undertakes the entire liability for the content on the website.

Completion Date. Taylor'd Designs 23 and the Client must work together to complete the Web Design Project in a timely manner. Taylor'd Designs 23 agrees to work expeditiously to complete the Web Design Project as specified in the "Proposal A-Z" (whichever is applicable) after Client has submitted all necessary content and filled in the mandatory web design questionnaire. The Client is expected to supply Taylor'd Designs 23 with complete text and graphics 'content' in an easy electronic format for this Web Design Project as soon as possible for Taylor'd Designs 23 to finish the website on time. The Client is responsible to provide entire content in a timely manner and understands that Taylor'd Designs 23 will not be responsible if the Web Design Project remains largely unfinished or is delayed, due to his or her own inaction. The delays can also occur if any milestone that requires Client action, such as approving design mockups or web design changes is not acknowledged on time. This is a bilateral contract which means if the project is delayed, beyond the time specified in "Proposal A-Z" (whichever is applicable) due to Clients inaction, such as delay in sending initial or ongoing instructions & contents, Taylor'd Designs 23 may not work expeditiously to finish the project in accordance with Clients new deadlines. An additional charge at rates specified in the "Proposal A-Z" whichever may be applicable. All of our turnaround times are estimates only and NOT guarantees. Please keep in mind that there are several different things that can delay the web design process that is out of our control. The turnaround times that we give are based on actual statistics of jobs we have done in the past and are NOT guaranteed. Under no circumstances will a refund be honored for a delay in our estimated turnaround time and this should not constitute a breach of this contract.

Project Delivery. The final web site design project will be published to the Wix hosting service upon receipt of full final payment. The Client will be solely responsible for any and all hosting service charges of Wix premium hosting plans.

Publishing: Taylor'd Designs 23 will Publish/Host the site on Wix servers.

Electronic Commerce Laws. The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Taylor'd Designs 23, its employees and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

Web Design Project Copyright. The Client will be assigned rights to use the Web Design Project as a web site perpetually, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. Taylor'd Designs 23 and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

Website Content. Is the textual, visual, or aural content that is encountered as part of the user experience on websites. It may include, among other things: text, images, sounds, videos, and animations. The Client is expected to supply Taylor'd Designs 23 with complete text and graphics, this includes (but not limited to) text, copy, forms, legal disclaimers, privacy policies, terms and conditions, images, graphics "the content" in an easy electronic format for this Web Design Project as soon as possible for in order for Taylor'd Designs 23 to finish the website on time. The Client is responsible to provide entire content (text, imagery, and graphics) in a timely manner and understands that Taylor'd Designs 23 will not be responsible if the Web Design Project remains largely unfinished or is delayed, due to his or her own inaction. Please Note: Taylor'd Designs 23 in efforts to keep the project moving forward may use filler text or sample/filler images. At no time does Taylor'd Designs 23 represent that the temporary filler text or sample/filler images are written by Taylor'd Designs 23 copywriters or images/graphics are that of Taylor'd Designs 23 or that Taylor'd Designs 23 holds licensing for. Taylor'd Designs 23 pulls sample/filler images and text from royalty-free sources and use them on the site as examples and filler in efforts to keep the project moving forward and on schedule. Taylor'd Designs 23 does not guarantee that sample/filler images used and placed by Taylor'd Designs 23 are not copy-written or royalty-free. It's is the obligation of the client to provide, ensure or confirm that all "content" (text, copy, forms, legal disclaimers, privacy policies, terms and conditions, images, graphics) is authorized for use. Images, text, video, graphics, or audio files provided by Taylor'd Designs 23 are bound to Creative Commons Deed CC0 (). To the extent possible under law, Taylor'd Designs 23 has waived all copyright and related or neighboring rights to these images, text, video, graphics, or audio files. You are free to adapt and use the images, text, video, graphics, or audio files for commercial purposes without attributing the original author or source.

Limitations. Taylor'd Designs 23 may provide temporary placeholder/sample images, text, video, graphics, or audio files for the sole purpose of keeping a project on schedule or use as examples. We cannot guarantee that you will be able to use the Image for any purpose you like. Also, if there is a model release for the Image, We do not represent or make warranties whatsoever as to the legality or validity of it. Furthermore, certain Images, text, video, graphics, or audio files may be subject to additional copyrights, property rights, trademarks, etc. and may require the consent of a third party or the license of these rights. Taylor'd Designs 23 does not represent or make any warranties that it owns or licenses any of the temporary images, text, video, graphics, or audio files it's used, nor does it grant them. It's your responsibility to make sure that all the necessary rights, consents, and licenses for the use of the Images are provided. Taylor'd Designs 23 cannot be held responsible for any copyright violations, and cannot guarantee the legality of the Images, text, video, graphics or audio files stored in its system, archives, found on royalty-free sources, or free to download sources. If you want to make sure, always contact the photographers. You use the Images, text, video, graphics, or audio files supplied by Taylor'd Designs 23 at your own risk!

You are solely responsible for the Images, text, video, graphics, or audio files you have on your project. You warrant that You own all proprietary rights regarding the Images, text, video, graphics or audio files and you are obliged to obtain a non-exclusive, perpetual, irrevocable, worldwide, and royalty-free Model and/or Property Release and/or any other permission necessary concerning the use of this work for any purpose, without any conditions, unless such conditions are required by law.

You acknowledge that Taylor'd Designs 23 does not allow the upload of images, text, video, graphics or audio files that infringe on any copyright, property right, trademark, or any other applicable right.

You accept that even though we do our best to prevent it from happening, Taylor'd Designs 23 cannot be held responsible for the misuse or abuse of any Images, text, video, graphics, or audio files.

We also reserve the right to remove any approved Images, text, video, graphics, or audio files at any time if we believe it's defective, of poor quality, or infringes on any right.

Indemnification for Breach of Terms. You agree to indemnify and hold harmless Taylor'd Designs 23 from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorney's fees, resulting, whether directly or indirectly, from your violation of the Terms. You also agree to indemnify and hold harmless Taylor'd Designs 23 from and against any and all claims brought by third parties arising out of your use of the Your Website. Warranty and Liability. THE WEBSITE AND THE IMAGES, TEXT, VIDEOS, GRAPHICS OR AUDIO FILES ARE PROVIDED "AS IS". WE OFFER NO WARRANTY, EXPLICIT OR IMPLIED, REGARDING ANY IMAGES, TEXT, VIDEOS, GRAPHICS OR AUDIO FILES ON THE WEBSITE, THE ACCURACY OF ANY INFORMATION, OR ANY RIGHTS OR LICENSES UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TAYLOR'D DESIGNS 23 DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR THE IMAGES, TEXT, VIDEOS, GRAPHICS OR AUDIO FILES WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE. TAYLOR'D DESIGNS 23 SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF YOUR USE OF THE WEBSITE OR THE IMAGES, TEXT, VIDEOS, GRAPHICS OR AUDIO FILES.

Payments. Payments must be made promptly based on the terms of this Web Site Design Project as specified in the "Proposal A-Z" (whichever is applicable). Taylor'd Designs 23 reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. In case that collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. Regardless of the place of the agreement to these terms, the Client agrees that for purposes of venue, this agreement was entered into in Florida, Unites States and any dispute will be arbitrated in Florida, United States,

and the Client hereby consents to the personal jurisdiction of Hernando County, Florida Arbitration. Client unconditionally and personally guarantees the payments. Furthermore, the Client waives any right to or claim of sovereign immunity. Taylor'd Designs 23 reserves rights to report all good and bad accounts to all credit reporting agencies. Adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to Web search engines and updating should occur only after the full final payment is made. All payments will be made in U.S. Dollars.

Payment Schedule. Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and "Proposal A-Z" (whichever is applicable) and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and Taylor'd Designs 23 agree that the services described in this contract shall be completed at a cost specified in the "Proposal A-Z" (whichever is applicable). Taylor'd Designs 23 requires 50% of the total amount due before starting work on a web site design in cases of Melanie Edwards Designs initiating the build of projects \$2,000 USD or above. Projects in which Taylor'd Designs 23 is added as a contributor to a client's website requires 100% of payment made upfront to initiate the project build. Taylor'd Designs 23 sends all invoices via email only and all invoices are due by date on invoice. Applicable site's final balance due upon completion (completion date is determined by the build/revision period allotted and outlined in the agreed proposal -- i.e., 2 Week Build/Revision Period provided, final payment will become due 'within' 21 days of the start date) and/or before going "live" or 45 days from the date of the accepted proposal, whichever is sooner. If payment arrangements are agreed upon and made, the client must make timely payments. If a payment is skipped, or payment method is declined the client will have FIVE (5) days to rectify the situation before interruption of services is implemented. In case any invoice is overdue for more than FIVE (5) days, Taylor'd Designs 23 reserves the right to stop work without any further communication, interrupt services that are outstanding and a \$100 late fee will be applied at that time in addition to 1.5%/mo interest on the outstanding balance. All payments should be made to Taylor'd Designs 23 and all pricing is in US dollars. In the event, a website is in default, and Taylor'd Designs 23 has interrupted (taken down) the site, a reactivation fee of \$50 will become due in addition to the late fee and interest. Additionally, if a reoccurring payment plan is in default due to late or nonpayment, Taylor'd Designs 23 will require all outstanding amounts due (revoking the payment terms) prior to the reactivation. If emails or other subscriptions become delinquent due to nonpayment and the services are interrupted Taylor'd Designs 23 will require a setup fee in order to reactivate the service that has become delinquent. Taylor'd Designs 23 reserves the right to remove payment terms offered and or set up with the client at any time for any reason.

Promotions, Discounts, or Extras Given as a Concession. If a promotion, discount or an extra provided as a concession is applied to a project or listed within your proposal, the project must be paid as agreed or payments made as agreed within the payment terms deadlines. If a project is not completed within the allotted window, payments not received as agreed or final payment is not made as agreed, any discount applied to the project or proposal will be removed and/or forfeited, and applied to the final payment or payments owed. For example, if a project received a discount due to a promotion running, or extras were provided to the project during the build by Taylor'd Designs 23 as a concession, and the agreed terms indicate, 'Final balance due upon completion and before going "live" or 45 days from the date of the accepted proposal, whichever

is sooner.' payments must be made as agreed. If payments are not made 'as agreed', in addition to late fees, reactivation fees, costs, and interest, the discounts and extras applied to the project will no longer be valid and the discounted or original extra amount will be applied to the outstanding balance and will become due.

Revision Period. The revision period is to begin upon receipt of first payment, or when the client requests first rounds of revisions or site build requests. The revision period duration is listed within the project quote. ** Each additional hour for revisions outside the revision period will be at a rate of \$50/hour. All submittals of content or revision/build requests to the website MUST be made by email PRIOR to the end of a site build, no exceptions. If the revision period states "UNLIMITED", you will receive unlimited revisions for a period of 60 days (2 MONTHS) from the point of receiving full payment. If Taylor'd Designs 23 offers one final submittal after the revision period expires, that final submittal null and voids all prior requests. (PLEASE NOTE: If a request was missed during the allot build/revision time, the courtesy final submittal takes precedence over all previous requests and prior requests will not be honored).

Extras. All extras are bound under the same terms and conditions of the original agreed proposal.

Refund Policy. Taylor'd Designs 23 guarantees your satisfaction. Our refund policy works as follows: 100% Refund, If Requested-Prior to the showing of any design layout, no questions asked.

Refund Restrictions

Refund not applicable to clients taking advantage of a no-obligation design layout offer based on requirements provided to Taylor'd Designs 23

Refund not applicable once three rounds of revisions are requested.

Refund must be requested within 14 calendar days from date of order.

Refund not applicable on bulk hours.

Refund not applicable on domain registration fees.

Refund not applicable on hosting fees.

Refund not applicable on convenience fees.

Refund must be requested in writing.

Refund not applicable on updates and add-ons on existing website.

PLEASE NOTE: Taylor'd Designs 23's main objective is customer satisfaction. The client acknowledges that by making payment (or deposit) it is acceptance of the quality, customer service, and capability of Taylor'd Designs 23 prior to commitment and agreement of these terms, therefore waiving all rights to a refund, unless otherwise stated within the Refund Policy.

Designing Layout. Once payments are received, Taylor'd Designs 23 would make a Layout exactly in accordance with Clients requirements and will make reasonable changes until the client is satisfied. Once a layout is approved, and the Client needs to change it, additional cost may be applicable on an hourly basis at the rate quoted.

Privacy, Personal Information Protection. Taylor'd Designs 23 is serious about the protection of its employees and its partner's personal information being disclosed to the public, and has adopted policies in order to protect that privacy. Taylor'd Designs 23 has policies and procedures in place for the sole purpose of protecting the privacy and safety of its employees and partners. Taylor'd Designs 23 and its employees, may use employee numbers, aliases, pseudonym, or

alternate titles in order to protect their privacy and safety and the privacy and safety of the company. The use of aliases, pseudonym or alternate titles, is strictly for protection and safety of Taylor'd Designs 23, its employees, partners, and its subcontractors, and not intended to mislead or misrepresent. Taylor'd Designs 23's employees, partners and its subcontractors using aliases, pseudonym or alternate titles state true facts and deliver on all promises made on Taylor'd Designs 23 behalf.

Telephone Monitoring, Recording, and Contacts. Taylor'd Designs 23 may choose to monitor and/or record telephone calls with Business and its owners, employees, or agents without further notice. These calls are monitored and/or recorded solely for evaluation by supervisors, training, monitoring for compliance purposes, collections, and quality control. By agreeing to Proposal A-Z, you agree that any calls between Taylor'd Designs 23 or its agents and representatives and you or a representative of your business may be monitored and/or recorded for these purposes. The Client further agrees that: (i) it has an established business relationship with Taylor'd Designs 23 and may be contacted from time to time regarding project status or payment related issues; (ii) such contacts are not considered unsolicited or inconvenient; and (iii) any such contact may be made using any cellular or other telephone number that Business or its representative has provided to Taylor'd Designs 23, using any e-mail address the Client or its representatives have provided to Taylor'd Designs 23. This authorization is binding upon Client agreeing to the proposal or making payment and will not be deemed withdrawn or revoked should Taylor'd Designs 23 determine not to continue future projects with the Client.

Legal Notice. Notwithstanding anything to the contrary contained in this contract, neither Taylor'd Designs 23 nor any of its employees or agents, warrant that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Taylor'd Designs 23 or its employees be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, you or your site visitor's computer or Internet software, even if Taylor'd Designs 23 has been advised of the possibility of such damages.

Arbitration. EITHER PARTY MAY ELECT TO RESOLVE ANY CLAIMS OR DISPUTES RELATED TO THIS AGREEMENT BY NEUTRAL, BINDING ARBITRATION. AN ELECTION TO ARBITRATE A DISPUTE MAY BE MADE BY ANY PARTY BEFORE FILING A LAWSUIT OR IN RESPONSE TO A CLAIM, COUNTERCLAIM, OR CROSS CLAIM. ANY ARBITRATION HEARING AT WHICH BUSINESS APPEARS WILL TAKE PLACE WITHIN THE STATE OF FLORIDA IN HERNANDO COUNTY. IF ARBITRATION IS ELECTED, THE PARTY INITIATING THE ARBITRATION PROCEEDING MAY SELECT FROM THE FOLLOWING ARBITRATION ORGANIZATIONS, WHICH WILL APPLY THE APPROPRIATE RULES FOR COMMERCIAL CLAIMS TO ARBITRATE THE DISPUTE: AMERICAN ARBITRATION ASSOCIATION ("AAA"), OR ANY OTHER ORGANIZATION THAT PURCHASER APPROVES. THE PARTY INITIATING THE ARBITRATION PROCEEDING WILL ASSUME ALL ARBITRATION COSTS. JUDGMENT

UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT IN ANY STATE. NO CLAIM SUBMITTED TO ARBITRATION WILL BE HEARD BY A JURY. ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET. SEQ.) AND NOT BY ANY STATE LAW CONCERNING ARBITRATION. THIS ARBITRATION SECTION WILL SURVIVE ANY TERMINATION OR TRANSFER OF THIS AGREEMENT. IF ANY PART OF THIS ARBITRATION CLAUSE, OTHER THAN WAIVERS OF CLASS-ACTION RIGHTS, AS SET FORTH BELOW, IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REST WILL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS-ACTION RIGHTS IS DEEMED OR FOUND TO BE UNENFORCEABLE FOR ANY REASON IN A CASE IN WHICH CLASS ACTION ALLEGATIONS HAVE BEEN MADE, THE REMAINDER OF THIS ARBITRATION CLAUSE WILL BE UNENFORCEABLE. EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY PUBLIC POLICY. TO THE EXTENT ANY PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST ANY OTHER PARTY, THE PARTIES HEREBY AGREE THAT (1) THE PREVAILING PARTY WILL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

This Agreement. This legal agreement, the "Proposal A-Z" and constitutes the sole agreement between Taylor'd Designs 23 and the Client regarding this Web Design Project. After the Refund Policy period, this contract can only be canceled at the sole discretion of Taylor'd Designs 23. Any additional work not specified in this agreement or any other amendment or modification to this agreement must be authorized by a written request signed or agreed via email by both Client and Taylor'd Designs 23. All prices specified in this contract will be honored for 3 months after both parties agree to the contract. Continued services after that time will require a new agreement.

The undersigned hereby agrees to the terms, conditions, and stipulations of this agreement.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and agreed by both parties.

AGREED TO:

By Client (Electronically Consent – IP, Time and Date is Logged) – No Signature Needed

Duly Authorized

Taylor'd Designs 23. - No Signature Needed, Valid only After Receipt of Advance Payment

Taylor'd Designs 23
Spring Hill, FL 34611