



## **PARTIES TO THE AGREEMENT**

Parties to this agreement are hereby referred to as "Purchaser" and Stephanie's Web Design, hereby referred to as "Provider".

## **DEFINITIONS**

"Site" shall hereinafter refer to an installation of the Dog Biz Pro application hosted on a server controlled by Provider.

## **SCOPE OF SERVICES**

The Provider will maintain the necessary servers, hardware and software to host the Purchaser's Site. Your continued use of Site constitutes an agreement to abide by the terms and conditions set forth in this document.

## **SATISFACTION POLICY**

Any time during the first 15 days of service the Purchaser may submit a written request for a complete refund of the purchase price.

## **BILLING AGREEMENT**

Upon Site activation, the Provider will bill for services obtained under this Agreement. Purchaser agrees to pay the Provider all charges at the prices then in effect for any services ordered and Purchaser authorizes Provider to charge their chosen payment method for such services. Purchaser must promptly update all information to keep their billing account current, complete and accurate, and must promptly notify the Provider if their payment method is cancelled, or if the Purchaser becomes aware of a potential breach of security. If the Purchaser fails to provide the Provider any of the foregoing information, the Purchaser agrees that the Provider may continue charging for any service unless the Purchaser has terminated their account in writing. The amount due to the Provider for the Purchaser's account must be paid in full on the date such payment is requested by the Provider, not later than 15 days after the billing date. If the Provider does not receive payment for any charge to the Purchaser's account, the Purchaser will be in default and the Provider may suspend or cancel the Purchaser's account and access to their Site.

## **CANCELLING**

The Purchaser has the right to cancel at any time by providing written notice to the Provider at least 15 days prior to the subsequent billing date. If written notice has not been provided by that time the Purchaser will be billed accordingly. The Purchaser will not receive any refund for any paid services past the above noted (SATISFACTION POLICY) 15 day grace period after the initial purchase date.

## **MATERIALS AND CONTENT**

All materials on the Site, including, without limitation, the design, text, artwork, technical documentation, manuals, diagrams, product information, graphics, images, and other files ("Materials"), and the selection and arrangement thereof, are owned by the Provider. No Materials may be copied or imitated in any way. This license may not be sublicensed, assigned or transferred in any manner. The license does NOT include the right to:

1. publish, display or distribute to any third party any Materials;
2. market, sell or make commercial use of this Site or any Materials; or
3. make derivative uses of this Site or the Materials.

Any unauthorized use of this Site will terminate the permission or license granted by these Agreement Terms and may violate applicable law including copyright and trademark laws. Dog Biz Pro and the Dog Biz Pro logo, and any proprietary service names contained in this Site, all page headers, custom graphics, button icons and scripts may not be copied, imitated or used, in whole or in part, without the prior written consent of the Provider.

## **ACCOUNTS, PASSWORDS, SECURITY**

A login and password will be assigned to Purchaser for its use of the Site. Purchaser is entirely responsible for maintaining the confidentiality of their login, password, and account, and those it assigns to Purchaser's authorized users. Purchaser is entirely responsible for any and all the activities that it and its authorized users engage in under their account on the Site. Purchaser agrees to notify the Provider immediately of any unauthorized use of their account or any other breach of security of which it becomes aware. Provider assumes no liability for any loss or damage to the Purchaser that may occur as a result of someone else using the Purchaser's account, either with or without the Purchaser's knowledge, unless such loss or damage shall occur due to the Providers lapse of normal diligence or security procedures employed in keeping the Purchaser's data secure, or the Providers negligence in maintaining the security for this data, or due to the Providers employees or contractors malfeasance.

## **CHOICE OF LAW AND JURISDICTION**

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, as it is applied to agreements entered into and to be performed entirely within such State. Any action brought to enforce this agreement or any matters related to this Site shall be brought in either the State or Federal Courts located in Illinois. If any provision of this agreement is void or unenforceable in whole or in part, the remaining provisions of this Agreement shall not be affected thereby.

## **DISCLAIMER WARRANTY**

Provider warrants that the Materials on the Site sold to the Purchaser for its use will, to the best of its knowledge, work as advertised, for the purpose of maintaining client and dog information, scheduling classes & events and other stated features. Provider does not warrant that the Materials will work perfectly, or without problems from time to time. However the Provider does warrant that it will work diligently to fix problems with the Materials that may come up from time to time. Provider does not warrant that the Materials will be suitable for the Purchaser's intended or actual use. Provider does not warrant the results of using the Materials, nor does the Provider take responsibility for the accuracy or success of the results of the Purchaser's use of the Materials.

## **LIMITATION OF LIABILITY**

Provider's liability for loss of data or profit during the period that it hosts the Site shall be limited to any amounts paid to it by the Purchaser prior to such a loss occurring. If the Purchaser's data security as per the agreements between the parties is breached due to negligence on the part of the Provider, then these limitations of liability shall not apply.

## **PRIVACY POLICY**

Provider will not disclose the Purchaser's private and confidential data or information to any organization or entity without prior written consent of the Purchaser.