Terms of Service (TOS)

Congratulations on choosing Small Screen Producer Web Design!

1. Acceptance of Terms
This Terms of Service (TOS) agreement is between you (Client) and Small Screen Producer, LLC (SSP, Pool Marketing Site), a Texas limited liability company, and its legal successors and assigns. Small Screen Producer may do business under the names Small Screen Producer, (SSP), Pool Marketing Site, Pool Marketing Partner, among others.

By accepting this Terms of Service (TOS) electronically or in writing, and/or by using SSP's services, including but not limited to, submission of content to SSP's design department, payment or authorization of payment, you (Client) agree to be bound by the following terms and conditions. Client also agrees that Client's electronic acceptance of this TOS shall have the same force and effect as if Client had agreed to this TOS in writing.

SSP provides its services to Client subject to the following TOS, which may be updated from time to time without notice. Client should periodically review the most current version of the TOS at http://www.Smallscreenproducer.com/TOSl. Failure to comply with the TOS may result in account termination. By using SSP's services Client agrees to (and hereby signs) the most current version of the TOS. If Client does not expressly reject the TOS and cancel Client's account within 5 days from the date of initial sale, Client agrees to (and hereby signs) the TOS and SSP is instructed to commence work on the Client's website as if Client had expressly accepted the TOS.

Client's acceptance of the TOS is binding upon all SSP services including the purchase of additional services or additional websites or accounts at a later date.

2. Description of Service
SSP designs and hosts websites and provides other website-related services, including, but not limited to, support and modification of websites, e-commerce, flash, web-traffic reporting, database development, easy interface for updating the website, email accounts and additional website-related services. Client understands that SSP's services may include certain communications from SSP such as advertisements, notices, service announcements and newsletters. Client is responsible for obtaining access to SSP's services that may involve 3rd party fees (including but not limited to, ISP, merchant accounts and gateways). Client is also responsible for all equipment and software necessary to access SSP's services.

3. Electronic Delivery Policy
SSP is a website-related business and communicates with its Clients electronically. When Client accepts this TOS Client consents to receive electronically from SSP any notices, agreements, disclosures, or other communications (Notices). Client agrees that SSP may send electronic Notices in either of the following ways 1) To the email address provided to SSP at the time of sale or 2) to the new email address account Client set up through SSP. Client agrees to check the designated email addresses regularly for Notices. Notice from SSP is effective when sent by SSP, regardless of whether the Notice is read or received by Client.

4. Privacy Policy
Personal data and certain other information about the Client are subject to SSP's Privacy Policy. For more information see the privacy policy http://www.smallscreenproducer.com/privacy_policy.pdf . By using SSP's services Client also agrees to the most current version of SSP's Privacy Policy.

5. Call Monitoring and Recording Privacy Statement
As part of SSP's commitment to providing the best possible service SSP may monitor and record phone calls answered by SSP and made by SSP. SSP may also archive recorded voice mail messages. SSP records calls for training purposes, to improve customer service, and to ensure an accurate record of Client calls, which may be needed to support transactions that take place over the phone. This allows SSP to identify how SSP can better serve its customers.

6. Unacceptable Practices
SSP reserves the right to refuse to design or host an account at its sole discretion at anytime.

As an SSP Client, you agree to conduct your business in a legal and professional manner. Client understands that all information, data, text, software, music, sound, photographs, video, messages and other material (Content) on Client's website is the sole responsibility of the Client. Client is fully responsible for all website content and agrees to hold SSP harmless in the event of third parties' legal issues brought against Client for Client's business practices. SSP retains the right to terminate any accounts that are in violation with the letter or spirit of this TOS. SSP may also at its sole discretion and at any time, discontinue providing services, or any part thereof, with or without notice. If an account is terminated by SSP for a TOS violation the Client is not eligible for a full refund and any refund is subject to the Cancellation Fee and Refund Policy. (See Termination)

As an SSP Client you may have access to editing tools for your website. Client may edit, add or delete content to the website at anytime. With this understanding SSP may or may not pre-screen content. SSP shall have the right (but not the obligation) to pre-screen and refuse or remove any content at its sole discretion. Client agrees that Client bears all risks associated with the use of all content, whether edited or written by SSP or not, including any reliance upon accuracy, usefulness or completeness.

Client acknowledges that SSP may access, preserve, and disclose Client's account information and content if required to do so by law or in a good-faith belief that such access, preservation, or disclosure is reasonably necessary to comply with legal processes, enforce the TOS, provide customer service or protect the rights, property, or safety of SSP and the public.

7. Intellectual Property Policy
SSP respects intellectual property laws, including those applicable to copyright and trademark, and the intellectual property of others. SSP may terminate accounts for copyright or trademark infringement, or for any other reason SSP deems appropriate as it may relate to Client's use of another's intellectual property. If you believe your work has been copied and is accessible on an SSP's website please contact us.

SSP will not use copyrighted or trademarked materials on any Client's website without the express written consent of the copyright or trademark owner. It is Client's responsibility to ensure that all content submitted to SSP is original content and free from third-party copyright or trademark protection, or to obtain permission to use from the copyright or trademark owner. Client assumes full liability for any copyright or trademark infringement of Client's website on any third-party copyright or trademark, including, but not limited to, any infringement due to website content, website design or the look and feel of Client's website. (See Unacceptable Practices).

Client content that is sent to SSP will remain the intellectual property of the Client. SSP does not return original content to the Client. Unless a request to return the original content to the Client is made in writing upon submission of the content, the content will be destroyed. SSP will attempt to honor requests to return original content; however, SSP has no liability and does not guarantee the return of any content to Client.

Domain names purchased by SSP and website designs, databases, stores, or programs created by SSP are the property of SSP until Client has paid all fees including one full year of monthly hosting. (See Domain Names Purchase/Hosting Agreement)

8. International Use
Recognizing the global nature of the internet, Client agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, Client agrees to comply with a) all laws and regulations regarding the transmission of technical data exported from the United States, or the country in which Client resides and/or transacts business, and b) all laws and regulations regarding the collection and processing of personal data, including those relating to the transborder transfer of personal data.

9. Interstate Communications
Client acknowledges that by using SSP's services Client will be causing communications to be sent through SSPSSP's computer networks, which may be located throughout the United States. Due to the nature of electronic communications, even communications that seem to be intrastate can result in the transmission of interstate communications. Client acknowledges that use of SSP's services results in interstate data transmissions and may result in transborder transfer of personal data. Client hereby consents to the collection, processing and transborder transfer of such personal information as Client may provide or make available to SSP.

10. Website Construction Procedure
With help and input from the Client, SSP will develop the website. Before work may begin on a website, the Client must electronically accept these Terms of Service. Client may submit content to SSP through SSP's online Web Center.

In submitting content, links to sample sites the Client likes are for general information purposes only and assist SSP with the design of the Client's custom website. The functionality and detail of the sample sites will not be duplicated unless such functionality and detail are specifically included and itemized in SSP's invoice and/or Database Specifications Summaries and do not infringe upon the intellectual property rights of others.

SSP will not be held liable for accuracy of information, typos, or spelling errors in any of the content approved by the Client and published on the website. Client will be notified by email when the website is live.

11. Completion Timeframes
Client understands, agrees and acknowledges that SSP does not guarantee a time frame for completion of ANY website. This is in part because it is difficult to complete a website without design approvals and participation from the Client. In addition, if the Client continues to submit additional content throughout the development process, or requests additional modifications to the site design, the completion time frame is increased. Other factors that may influence the completion date of a website include, but are not limited to, complexity of Client's project(s), availability of SSP personnel, accounting status of Client's account, etc.

If Client does not respond to SSP communications and, as a result, SSP is not able to start or complete the website, Client is still responsible for all fees incurred including, but not limited to, design purchase price, set-up fees, enhancements purchased and monthly hosting charges that begin accruing from date of sale. If Client's website requires custom programming, functionality, flash, e-commerce or the use of a database, the overall development time will be extended.

12. Client Approval
Client is responsible for testing the functionality of the website upon SSP's request for approval, and notification that the website has been completed. This includes, but is not limited to, functionality of all website pages, database, e-commerce store, payment functions, galleries, forums etc.

Client website may be posted live as soon as the website design is completed by SSP. Additional features, such as custom database programming, flash programming, etc., will be added to the site as they are completed. The website may be posted live within 30 days from purchase if SSP is required to complete content and design without complete Client input or content from Client.

The Client understands and agrees that if the Client does not respond within 5 business days to SSP's request for approval and notification that the website has been completed and taken live, the website along with the functionality of the website and services rendered, will be deemed to be approved by the Client and Client agrees services have been rendered and the functionality of the website has been tested and approved by the Client.

The Client understands and agrees that if the Client does not respond to requests for missing information a final notification will be sent to the Client. If the Client does not respond within 5 business days to SSP's notification or requests for missing information, the website, along with the functionality of the website and the services rendered, will be deemed to be approved by the Client, and the website will be taken live with the missing information "as-is" or "under construction".

In the event that SSP completes all of the work per the original sale and database write ups, SSP reserves the right to move the site live and deem the work to be completed without Client's permission if Client will not give approval of the work.

13. Scope of Work
Client understands that the website purchase and development includes a specific number of pages, features and/or functionality. The Client invoice and/or Database Specifications Summary lists the specific features, functionality and number of pages purchased. The website only includes those items purchased. If the Client desires additional features, functionality or pages client may request a price quote to purchase as additional enhancements to the website. Additional work requested by the Client outside of the scope of work purchased may be charged at an hourly rate or as specific enhancements.

14. Website Change Requests Before and After Website Goes Live
SSP agrees to build a website and/or database to specifications quoted per the original sale and original invoice. Any additions or changes requested outside of the scope of the original sale, either prior to the custom website going live, or after the site has gone live, will be billed at SSP's standard hourly rate. SSP is not obligated to complete Client requests or changes outside of the scope of work on the original invoice. If SSP does not agree to Client requests or changes, Client is still obligated to pay all fees incurred and due.

15. Database/Programming
SSP does not guarantee a time frame for completion of ANY custom database or custom programming completed by SSP or an SSP Partner. If database is completed by SSP A custom "Database Specifications Summary" may be presented to the Client. SSP agrees to complete the database design according to the specifications outlined. If the Client does not object or respond to the Database Specifications Summary in writing within 5 business days it will be deemed to be accepted by the Client and SSP may proceed with development of the custom database as outlined. A Database Specifications Summary may not be presented to the Client for purchase of pre-built database modules and e-commerce store modules.

If Client requests changes to a pre-packaged database, pre-built database module, or e-commerce store module, changes are to be billed to Client at SSP's standard hourly rate. There is no guarantee that changes made by SSP to a pre-packaged database, pre-built database module, or e-commerce store module will work. Client agrees charges are valid and agrees to pay for all fees incurred for Client's requested changes to pre-packaged databases, pre-built databases modules, or e-commerce store modules. Once work has begun on a database or custom programming there is No Refund if cancelled.

Client is responsible for testing the functionality of the website upon SSP's request for approval and notification that the website has been completed. This includes, but is not limited to, testing the functionality of the custom database or programming. Upon Client approval of the website to go live, Client agrees services have been rendered and functionality of website has been tested and approved by Client.

SSP will instruct Client as to the use of the custom database and the inputting of data related to such database. However, data entry is the sole responsibility of the Client. If the Client requests SSP to enter data into the database, the Client will be charged, and agrees to pay, for such data entry at SSP's standard data entry rates.

16. E-commerce/Stores
Client will be provided with instructions to input products into the store. If Client requests SSP to enter products into the store on Client's behalf, the Client will be charged, and agrees to pay, for each product added to the store at SSP's standard product-entry rates. Client is required to submit store content to SSP via SSP's content spreadsheet. The e-commerce store module is pre-built and any changes to the look or functionality of the pre-built store require custom programming. The Client will be billed at SSP's standard hourly rate for requested changes. (See Database/Programming)

Client is responsible for testing the functionality of the e-commerce store upon SSP's request for approval and notification that the website has been completed. This includes but is not limited to testing the payment functionality. SSP is not responsible for functionality of third-party services such as, but not limited to, merchant account, or gateway. Upon Client approval of the website to go live, Client agrees services have been rendered and functionality of website has been tested and approved by Client.

17. Enhancements to Website
Client may purchase enhancements to the website at the time of initial sale or anytime thereafter. Enhancements to the website may include, but are not limited to, custom programming, database, flash, e-commerce, logos, galleries, rollovers, etc. Client's requests for enhancements to the original sale will be due and billed separately and at the time of request. The monthly hosting fee will be adjusted according to the enhancements requested or the hosting package selected by Client.

Some enhancements such as, but not limited to, flash, custom programming, functionality, etc, may require that a specifications summary be presented to the Client. If the Client does not object to the specifications summary within 5 business days, the summary will be deemed to be accepted, and SSP will proceed with the development as outlined. Once work has begun on enhancements purchased by the Client there is No Refund if cancelled. Enhancements or additional services purchased after the initial sale are separate purchases and are in addition to and separate from the original sale. If a Client cancels an enhancement the original sale is not cancelled.

18. Expedited Services
While SSP does not guarantee a time frame for the completion of any custom website, it may offer an optional expedited service to Client for a fee. Expedited service is not available for all accounts and all requests for expedited service must be approved by SSP at its sole discretion. Client understands and agrees that Client's use of expedited service does not guarantee that Client's website including its corresponding design, enhancements, databases, e-commerce stores, flash, etc, will be completed more quickly than they would be without the use of the expedited service. The expedited service fee only ensures that SSP will make reasonable efforts to more quickly assign designers and programmers to the account in an effort to facilitate development than would be the case under the ordinary developmental process.

The successful use of expedited service is contingent upon Client's timely acceptance of the Terms of Service, payment of any and all fees due, submission of content through the online web center and acceptance of any project specification documents prepared by SSP and Client's timely cooperation with SSP in any solicitation for information related to the website's development.

If expedited service is offered to Client by SSP, Client may be presented with an estimated date of completion. Client understands and agrees that such estimated dates of completion are estimates only and may apply only to one particular element of the website, i.e. database, flash, e-commerce, design, and not necessarily to multiple elements of the website or to the website collectively. Under no circumstances will SSP guarantee the respective portion or portions of the website subject to the estimated date of completion to be completed sooner than the estimated date of completion. Should circumstances arise that make it impossible to complete the portion or portions of the website that are subject to the estimated date of completion by the estimated date of completion, including but not limited to Client failure to provide SSP with requested information in a timely manner, SSP reserves the right to change the estimated date of completion accordingly or to cancel the expedited services and refund a portion of the expedited service fee to Client. In no case shall the portion of the expedited service fee to be refunded be

greater than fifty percent (50%) of the expedited service fee. Regardless of whether work is completed by the estimated date of completion, Client remains liable to SSP for any and all other charges related to the website's development.

19. Additional Services
Client may purchase at an additional monthly cost additional services offered by SSP. Additional monthly services include a monthly fee that is incurred and billed every month beginning from the date of purchase of the additional service. SSP will Not Refund any fees incurred for additional services or paid by the Client prior to the cancellation effective date for the additional service. Any fees invoiced and incurred are valid and Client agrees to pay. Additional services purchased may be cancelled with 30 days written notice.

20. Technical Support
SSP's technical support department should be contacted at info@smallscreenproducer.com for any concerns with Client email accounts or any problems with hosting or functionality of the website after the website is live. SSP provides technical support for email and down time issues that are caused by SSP. Tech support is available for a fee per occurrence and at an hourly rate for all other technical support issues. Client agrees to pay for technical support services requested by Client at SSP's hourly rate and that SSP may charge Client's account for such technical support fees.

22. Customer Service
SSP strives to offer the best service available. Customer service complaints or concerns should be emailed customercare@smallscreenproducer.com

23. Use and Storage
Client acknowledges that SSP may establish general guidelines and limits concerning use of SSP's services and may modify these guidelines at any time. Limits may include but are not restricted to, the maximum number of days that email messages or other content will be retained, maximum number of email messages that may be sent from or received by an account, the maximum size of any email messages sent and the maximum disk space that will be allotted on SSP's servers on Client's behalf. , Client acknowledges that SSP is not responsible for backing up Client's website and data. Client should seek appropriate backup solutions. Changes made by Client using the editing tool or by SSP may be lost if data loss occurs after a scheduled backup by SSP.

24. Server Security Practices
SSP utilizes security practices that comply with standards set by the Payment Card Industry (PCI) in maintaining its servers. SSP will not modify its shared-hosting server settings and configurations to Client's individual preferences. SSP routinely scans its servers to ensure compliance with good security practices. Unauthorized security scanning and penetration testing of shared-hosting servers by the Client is strictly prohibited.

SSP at its sole discretion may allow or perform server administration and or customization to client accounts that are hosted on a virtual private server (VPS) or a private server. Such server customization and administration is subject to SSP standard hourly rates and Client agrees to pay for any and all such customizations requested.

If Client uses its website to collect, store, display, process or otherwise use sensitive or confidential information including but not limited to credit card information, social security numbers, credit or financial information, medical or health care related records, insurance records, sales records, personal information, etc, then SSP at its sole discretion may require Client to utilize certain services to improve the security of Client's website. Such services may include security certificates, hosting Client's site on a Virtual Private Server (VPS) or on a private server, and using programming that encrypts the sensitive or confidential information used by Client's website. Client understands and acknowledges that there may be costs associated with these services and agrees to pay for said services if use by Client. SSP reserves the right to terminate Client accounts that refuse to meet SSP's security requirements for Client's website.

25. Design Time/Service Contract
Client may wish to make changes or updates to the live website that SSP is hosting. Most changes can be made using SSP's online editors. The online editors may not be available for all websites, or all pages of a website. Availability of the online editors is dependent upon the functionality and specifications required for the Client's website. If Client desires for SSP to make changes to website, design time may be purchased at an hourly rate or in blocks of design time as a Design Service Contract.

SSP is not responsible for any changes Client makes to website, or if Client breaks the website. Time required by SSP to repair changes made by Client will be billed to Client at SSP's standard hourly rate or SSP may utilize design time that has been purchased by the Client.

Flash updates and PHP updates are considered enhancements or additional services purchased, and are not design updates to the website. The appropriate fee will be charged for the purchase of each enhancement. Design Service Contract time may not be used for Flash updates or PHP updates purchased by the Client. Flash and PHP Service Contracts may also be available for purchase.

26. Monthly Hosting Agreement
Monthly hosting is billed 60 days from the date of sale and is recurrently billed every 30 days thereafter. Monthly hosting begins accruing 30 days from the date of sale, regardless of the date the website goes live, because hosting costs are incurred immediately. Server space is secured for the developing website and/or for existing Client domain names. In addition, email accounts and support are available from the date of sale and are paid for with monthly hosting fees. Client agrees to a one year hosting agreement with SSP.

27. Domain Names
Client is responsible for the purchase and renewal of domain names and will be billed directly by domain name provider for annual renewal fees. Client agrees to pay SSP for domain names purchased and/or renewed by SSP on Client's behalf.

Domain names purchased by SSP on Client's behalf and website designs, databases, stores, or programs created by SSP are the property of SSP until Client has paid all fees including one full year of monthly hosting. . Sham purchases of sites may not be transacted with the intent and/or result of having a site built, then transferring the site to another hosting provider. Clients may buy-out their one year hosting agreement by paying 12 months of hosting in advance if they wish to transfer the domain name and content to Client's control prior to one year of paid monthly hosting. SSP expressly reserves the right to retain a copy of any website designs, databases, stores, flash, programs, writings, or any other work created for Client for evidentiary purposes.

Upon transfer of domain and/or website to Client or another service provider, at anytime, Client agrees that SSP has met in full its obligation to Client, and SSP is released of all past and future obligations to the Client. Additional work and/or hosting done for Client must be agreed to in writing and paid for by Client. SSP reserves the right to transfer domain name(s) to Client at anytime. Upon receipt of any legal action or intellectual property disputes SSP may transfer domain name to Client at anytime Domain names are purchased through a third party service on Client's behalf. SSP cannot guarantee the availability of domain names and has no liability for a domain name not being available for purchase after the initial sale. If a domain name is not available for purchase SSP will assist the Client in selecting and purchasing an alternate domain name.

If Client ceases to pay monthly hosting or other fees due ownership of any domain names purchased by SSP on Client's behalf or controlled by SSP are transferred to SSP. SSP may allow domain name to expire, may renew domain name and remain the owner, or SSP may sell the domain name at its sole discretion and for SSP's sole benefit.

28. Marketing Representations
SSP makes no representations as to the marketing of Client's products, services or sales. Client's obligation to pay fees due to SSP are due at time of sale of website design and hosting services and are not contingent upon Client's marketing of said website. Client is responsible for all marketing of Client's website. SSP is not responsible for marketing of Client's website including search engine rankings. Ultimately the success or failure of the Client's website is the responsibility of the Client.

29. 90-Day Satisfaction Guarantee
SSP provides a 90-day satisfaction guarantee. SSP will continue to change and modify the Client's website to Client's liking, within 90 days from the date of sale or 30 days after the website is taken live, whichever comes first, at no additional cost, provided that said revisions are part of the original sale and are not enhancements to the original sale. Changes to the website made after 90 days from the date of the initial sale, or 30 days after the website is taken live, will first be billed to the Client's design time hours available based upon the monthly hosting package purchased by the Client. Changes to the website that exceed the design time hours will be billed to the Client at SSP's standard hourly rate over and above the initial design fee paid. SSP does not guarantee that the website designed will be exactly what the Client has envisioned. SSP's best effort will be given for the 90-day satisfaction guarantee but SSP is not obligated to complete multiple redesigns or modifications. While SSP may agree to make requested changes and to bill the Client's design time or bill the Client directly, SSP is not obligated to complete Client requests or changes outside of the 90-day satisfaction period. If SSP does not agree to Client requests or changes, Client agrees and is still obligated to pay all fees incurred and due.

30. Billing Policy
The initial design set-up fee is due and billed in full at the time of the original sale..

SSP reserves the right to change prices at any time including monthly hosting amounts and hourly design fees. All prices are in U.S. Dollars (USD) without regard to fluctuations in foreign exchange rates.

The Client may change payment methods including credit card and EFT debit payments with 30 days notice. To change payment methods Client should contact SSP's billing department. Client should not email new billing information for security purposes.

SSP reserves the right to hold Client, its principals and authorized representative(s) jointly and severally liable for any and all amounts owed.

31. Billing Disputes
SSP charges up to a $45.00 fee for returned checks. If SSP does not receive payment in full when due, SSP may, to the extent permitted by the law of the state of the billing address on file for Client at the time, charge a late fee of up to 1.5% per month (18% per annum), or a flat fee of $5 per month, whichever is greater, on any unpaid balance. SSP may, to the extent permitted by the law of the state of the billing address on file for Client at the time account is sent to a collection agency, also charge Client for any collection agency fees and/or attorney's fees billed to SSP for collecting from Client. SSP does not agree to, and will not honor, any limiting notations made by a Client on a check.

If Client wishes to dispute a charge Client must first contact SSP's billing department and must allow 10 business days for a response. To avoid any dispute about Client's attempt to contact SSP, Client must send the request in writing to:

Attn: Billing Department, Small Screen Producer 13 20 McGowen St Houston, Texas 77004

If Client initiates a credit card dispute the decision of the credit card company is made through an arbitration process and the decision of the credit card company shall be binding upon Client. In the event that Client initiates a credit card dispute, ceases paying hosting fees or other fees due, SSP, at its sole discretion, may suspend work on the website until the billing dispute has been resolved.

32. Termination/Cancellation of Services

SSP, at its sole discretion, may terminate its service and remove and discard any content, for any reason, including and without limitation, for lack of use, or if SSP believes Client has violated the TOS. SSP may also at its sole discretion and at any time, discontinue providing services, or any part thereof, with or without notice. Client agrees that any termination of access to SSP's services under any provision of this TOS may be effected without prior notice and that SSP may deactivate or delete Client's account and all related information files. Client agrees that SSP shall not be liable to Client or any third-party for any termination of services. Paid accounts that are terminated will not be refunded. SSP may suspend or terminate accounts, and shut down website for accounts that become delinquent for more than 30 days, in which case Client remains responsible for any unpaid balance owed to SSP. Charges for monthly hosting will continue to incur for delinquent accounts until Client's one year hosting obligation has been met even if account has been suspended or terminated. SSP also reserves the right to discontinue the designing of Client's website at any time, at SSP's sole discretion, with an appropriate refund to the Client. Under no circumstances is the refunded amount to exceed the amount collected by SSP.

If the Client cancels an account before the work is completed or site is live, a cancellation fee is retained per the Cancellation Fee and Refund Policy. Client agrees that all fees incurred and billed prior to cancellation effective date are valid and Client agrees to pay. Upon request for termination of services the website will be removed. A back-up copy of the website is not maintained by SSP.

Client agrees to pay all hosting fees and additional services fees owed from the time of sale until the cancellation effective date, and at a minimum for hosting fees for one year. Transferring a domain name to another provider or non-use of Client's hosting account does not constitute termination of the account. Client must notify SSP in writing or via email to terminate the account services and avoid further monthly hosting charges. It is Client's responsibility to secure confirmation from SSP that the request for termination has been received and no further hosting fees will be billed.

Requests for cancellation of website hosting services or additional services should be sent to the following address:

33. Cancellation Effective Date

Client may terminate hosting services with 30 days written notice, after one full year of paid hosting. The effective date of cancellation is to be 30 days from the date of SSP's receipt of written notice to cancel. Any monthly fees scheduled to bill after receipt of written notice to

cancel but before the effective date of cancellation are valid and Client agrees to pay.

If Client has not paid all design, enhancement, hosting and additional services fees due, such fees are due in full at the time of cancellation and Client authorizes SSP to collect any outstanding fees due, subject to the Cancellation Fee and Refund Policy. Client understands any pending billing for design fee installments previously agreed to will not be cancelled.
Attn: Billing Department, Small Screen Producer 13 20 McGowen St Houston, Texas 77004

34. Cancellation Fee and Refund Policy
WEBSITE DESIGN/DEVELOPMENT - Refunds of the fees paid for development of the website may be issued on accounts cancelled within 60 days of the initial sale and prior to the completion of the website according to the following schedule:

A) A minimum of a 50% cancellation fee will be retained by SSP on cancelled accounts even if no work has been started and no content yet submitted by the Client.
B) A minimum of a 75% cancellation fee will be retained by SSP on cancelled accounts if work has been presented to the Client; or SSP has made multiple attempts to work with the Client, and Client has not responded to those attempts.
C) A 100% cancellation fee will be retained by SSP and NO REFUND issued if any changes and/or modifications requested by the Client have been completed by SSP. No Refund will be issued on any website cancelled after services have been rendered, including but not limited to, the design work having been completed and/or the website taken live.
D) 100% cancellation fee will be retained and NO REFUND will be issued by SSP if Client cancels after 90 days from the initial sale.

MINIMUM CANCELLATION FEE – Client agrees that a minimum cancellation fee of 50% will be retained by SSP on all cancelled accounts even if no work has been started. The cancellation fee is charged to compensate SSP for up-front expenses and services rendered, including but not limited to, costs incurred for the purchase of domain name(s) for developing the website, securing server space, creating the temporary website or space saver, employee expenses, marketing, and overhead costs.

ENHANCEMENT SALES - A 100% cancellation fee will be retained by SSP and NO REFUND will be issued once work has begun on any enhancements purchased, including, but not limited to, databases, programming, logos, flash, galleries, rollovers, e-commerce stores, security certificates, design time, domain names, etc. A minimum cancellation fee of 50% will be retained on cancelled expedited services. Client agrees that a minimum cancellation fee of 50% will be retained by SSP on all cancelled enhancement purchases if cancelled within 90 days of the enhancement sale and if work has not yet begun. NO REFUND will be issued by SSP if Client cancels after 90 days from the enhancement sale. Enhancements or additional services purchased after the initial sale are separate purchases and are in addition to and separate from the original sale. If a Client cancels an enhancement the original sale is not cancelled.

MONTHLY HOSTING – Client agrees that there is NO REFUND of monthly hosting fees or monthly additional services fees incurred or paid by the Client prior to cancellation date.

Client agrees that all fees incurred and billed prior to cancellation date are valid and Client agrees to pay. (See Termination).

By accepting a refund in full or refund less cancellation fee, Client agrees that the matter is settled in full and releases SSP, its officers, owners, members, agents and employees of any and all contractual obligations and waives all claims of any nature, including legal action, against SSP's its officers, owners, members, agents and employees.

35. Account Transfer
Requests for transferring the ownership of a website or hosting account from Client to a new owner must be completed in writing by both the current account owner and the new designated owner. The transfer is not valid until a signed request is received by SSP in writing which is to include payment authorization and new billing account information from the new owner, documentation of the ownership transfer (purchase agreement etc), documentation of copyright transfer, and acceptance of SSP's TOS by the new owner.

36. SSP Proprietary Rights
Client acknowledges and agrees that SSP's services may contain proprietary and confidential information that is protected by intellectual- and proprietary-rights laws. Client agrees to not reproduce, duplicate, copy, sell, resell or exploit any portion of SSP's services.

37. Use of Client Information
Client hereby agrees that any information or ideas submitted to SSP by any means may be used by SSP without compensation or liability to Client for any purpose whatsoever, including but not limited to, developing websites, databases, e-commerce and developing, manufacturing and marketing other products. This provision does not apply to Client content or to personal information that is subject to SSP's Privacy Policy.

Client herby gives permission to SSP to use samples or links to Client's custom website designed by SSP for marketing and advertising purposes, including but not limited to, use in SSP's online portfolio.

38. Third-Party Services
From time to time third parties may offer services or software to SSP's clients, clients may request the use of third-party services or software, or SSP may suggest the use of third-party services or software to its clients. Use of such third-party services will be at Client's own risk and subject to the terms and conditions of those third parties. It is Client's sole responsibility to ensure that the use of third-party services or software complies with third-party terms of use and licenses, these Terms of Service, and any and all applicable laws. Client assumes full responsibility for, and releases SSP from, any and all liability associated with the use of third-party services or software. SSP does not represent nor warrant that use or access to any third-party services will be compatible, uninterrupted, error free, without defects or that Client will be able to access SSP's services. Client also agrees that SSP is under no obligation to provide Client

with any enhancements, updates, or fixes to make SSP's services accessible through any third-party applications or services, including third party hosting services. SSP is under no obligation whatsoever to provide support or service for websites hosted on third party servers or non-SSP servers.

39. Contract Service Providers
SSP may contract with Contract Service Providers to complete a portion, or all of the Client's custom website. The Client agrees not to do business directly with the Contract Service Provider, nor to remit payment to the Contract Service Provider or any SSP employee directly for services. All payments for services rendered must be made directly to SSP. Contract Service Providers are independent contractors and are required to follow company policies and procedures. Contract Service providers are provided with only the information needed to complete the design or development portion of the Client's website and do not have access to Client's personal information including payment information.

40. Disclaimer of Warranties
CLIENT'S USE OF SSP'S SERVICES IS AT CLIENT'S OWN RISK. SSP'S SERVICES ARE PROVIDED "AS IS". SSP DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. SSP DISCLAIMS ANY WARRANTIES REGARDING SSP'S SERVICES INCLUDING THAT THEY WILL MEET CLIENT'S REQUIREMENTS, THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. SSP DISCLAIMS ANY WARRANTIES REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SSP'S SERVICES, INCLUDING RESULTING SALES AND WEB TRAFFIC. SSP DISCLAIMS ANY WARRANTIES REGARDING THE MARKETING OF CLIENT'S PRODUCTS, SERVICES, SALES, OR WEBSITE. SSP DISCLAIMS ANY WARRANTIES REGARDING THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED, ADVERTISED OR OBTAINED THROUGH SSP'S SERVICES, OR LINKS PROVIDED BY SSP'S SERVICES, AS WELL AS FOR ANY INFORMATION OR ADVICE PROVIDED BY SSP OR OBTAINED THROUGH LINKS PROVIDED THROUGH SSP'S SERVICES.

CLIENT UNDERSTANDS AND AGREES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SSP'S SERVICES ARE DONE AT CLIENT'S OWN RISK AND THAT CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO CLIENT'S COMPUTER SYSTEM OR LOSS OF DATA OR OTHER LIABILITY THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

41. Limitation of Liability
CLIENT UNDERSTANDS AND AGREES THAT SSP, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SSP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM THE USE OF OR INABILITY TO USE SSP'S SERVICES, RELIANCE ON SSP'S SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF SSP'S SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED THROUGH SSP'S SERVICES OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF CLIENT'S DATA OR TRANSMISSIONS AND ANY STATEMENTS OR CONDUCT OF A THIRD PARTY OR ANY OTHER MATTERS RELATING TO SSP'S SERVICES. SUCH LIMITATION SHALL FURTHER APPLY, WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED IN ANY WAY TO SSP'S SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

Without limiting the foregoing, under no circumstance shall SSP be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, or other casualties, illness, accidents, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non performance of third parties, or loss of or fluctuations in heat, light or air conditioning. SSP'S full and complete liability, for any reason whatsoever, shall be limited to the full refund of all monies paid to SSP.

42. Tort Claims and Other Claims
Client waives all tort claims, strict liability claims and any and all other legal and equitable claims to the extent permitted by law against SSP, its subsidiaries, affiliates, officers, employees and agents. The relationship between the parties is contractual in nature only. Client waives any tort claims that arise by act, or omission. Client further agrees that it may only bring claims against SSP in Client's individual capacity and not as a member of a class.

43. Indemnification
Client agrees to defend, indemnify and hold harmless SSP, its directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees that may arise or result from any content Client submits, posts, transmits or makes available through SSP's services, from any product sold by Client, its agents or employees or assigns, from any service provided or

performed or agreed to be performed by SSP or from Client's breach or violation of the TOS, including any obligation, representation, or warranty made herein, or Client's violation of any rights of another. Client further agrees to defend, indemnify and hold harmless SSP, its directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising from or related to contracts, representations, agreements, promises, etc, made between Client and third parties, or arising from or related to Client's negligence toward third parties.

44. Notice
Unless otherwise specifically provided, all notices required or permitted by this Agreement shall be in writing and in English and may be delivered personally, or may be sent by email, facsimile or certified mail, return receipt requested, to the address set forth below. If Client chooses to send request by email or facsimile, a copy of the request must also be sent by mail (to the address below) as confirmation of the request.

Attn:, Small Screen Producer 1320 McGowen St Houston, Texas 77004

46. Severability; Waiver
In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision the remainder of this Agreement shall remain valid and enforceable according to its terms. The failure by SSP to avail itself of any right or enforce any obligation of this agreement shall not be deemed to be an ongoing waiver of such right or obligation or of any other right or obligation.

47. Jurisdiction
This agreement shall be governed exclusively by the laws of the State of Utah, USA, without regard to any conflicts of law provisions thereof, as a contract entered into and performed entirely within the State of Utah. The parties hereby expressly disclaim the application of the United Nations Convention on the International Sale of Goods. Any disputes between the parties relating to the subject of this agreement shall be submitted exclusively to the jurisdiction of the state or federal courts located in the State of Utah, Counties of Utah or Salt Lake, and the parties expressly consent to personal jurisdiction and venue therein and waive any objection based on *forum non conveniens* or otherwise. Should there be a breach of this provision, the non-breaching party shall be entitled to an award of attorney fees.

48. Arbitration
Notwithstanding the foregoing, in lieu of litigation, arbitration may be used as a means of resolving disputes. Arbitration would be through a neutral third-party arbitrator to be approved by both Client and SSP. If any court sitting outside the United States determines that the litigation forum or arbitration provisions of this agreement are invalid, then and only then, the parties agree to settle any dispute through binding arbitration by three arbitrators, in the English language, under the commercial arbitration rules of the International Chamber of Commerce, with the location of the arbitration to be in a neutral jurisdiction (not the country of residence of the Client or of SSP) as selected by SSP.

49. Governance
SSP may investigate any reported violations of this agreement, its policies or any other complaints and take any action it deems appropriate to protect its systems, facilities, Clients, and/or third parties.

50. Electronic Signatures
Selecting and submitting "accept" on the electronic copy of the TOS, submitting content through the online web center, making payment, or submitting information or documents to SSP so that SSP may perform services for the Client, the same shall constitute an electronic signature.

51. Affiliated Companies, Name Change, Assignment of Servicing
SSP reserves the right to subcontract services or assign the ongoing servicing and/or hosting of your account or this entire Agreement to another party at its sole discretion. This agreement shall not be affected by any change in the name of Small Screen Producer, it's DBAs or any other affiliated companies, or any condition, merger or acquisition and shall continue in effect thereafter in accordance with its terms.

52. Survival
The following provisions shall survive termination of this Agreement with no effective termination date: Sections 1, 7-9, 34-52.

53. General Information
This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior oral or written agreements (including, but not limited to, any prior versions of the TOS). Any modifications to this agreement must be in writing and signed by an authorized officer of SSP. All representations not in writing are null and void. Written agreements may include, but are not limited to, emails and electronic acceptance of this Terms of Service.

Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of SSP's services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.