

General Terms and Conditions

This agreement serves as a basis for the general terms and conditions of a customer / vendor relationship between _____ (hereafter referred to as the Customer) and T.H Creations, Inc.

Rights and Responsibilities:

T.H. Creations, Inc. has a responsibility to provide excellent customer satisfaction regarding web design, graphic design and web hosting and related works. T.H. Creations, Inc. agrees to provide all services within an estimated timeline for job completion, previously established between T. H. Creations, Inc. and the customer. The customer has the responsibility to provide all necessary data, images, documentation, etc. for the design work and page contents. The customer remains solely responsible for all site content. The customer has a right to inspect and proof all work and changes, and to expect excellent customer service and quality workmanship. T.H. Creations reserves the right to identify websites and works created by, designed by, developed by, maintained by, and hosted by, T.H. Creations, Inc. Unless explicitly prohibited T.H. Creations will identify themselves within the works by providing a brief statement and web link to www.thcreations.com.

Ownership: All work performed by T.H. Creations, Inc. and paid for by the customer shall become the property of the customer. T.H. Creations, inc. forfeits all claims of copyright and design materials to the customer upon receipt of payment for all products and services provide to the customer, unless otherwise specified within a written contract. The customer may request and shall be granted all copies of said work performed including designs, content, data, and related files. One CD copy with all related works will be provided to the customer upon request. Additional copies will require a \$25.00 service fee.

Payment Terms and Conditions:

Web Page Design: Payment terms are fifty percent due at signing of the contract, and fifty percent upon completion of the job, unless other arrangements are agreed upon, and documented, between the parties. All variations of the original contract shall be submitted in writing and signed for approval before changes are made, when changes exceed a \$250.00 value. Substantial change requests may require an additional deposit. A signed contract will serve as the initial bill. Final billing will be done once the web page is completed in agreement with customer expectations with payment terms "Due upon Receipt". All unpaid balances greater than 30 days will be subject to late fees equal to 1.5% per month, or the maximum allowed by law.

*Project inactivity exceeding 30 days will trigger final invoicing and/or progress billing to date at our hourly rates shown below.

Web Site Hosting: Cancellation of web hosting services requires a minimum 14-day notification. All accounts greater than 60 days past due will be terminated.

Business Cards and Graphic Design: Billing for business cards and graphic design will be accompanied by an estimate. Payment terms are fifty percent of the estimated cost due at signing of the contract, and fifty percent upon completion of the job, unless other arrangements are agreed upon, and documented, between the parties. All business card orders are customized and will therefore be final once the proofs are approved and accepted.

Cancellation/Termination:

Shall the customer cancel an order after signing a contract, but prior to work performed, all fees shall be eliminated. If cancellation takes place after work has commenced, the customer agrees to forfeit a portion of the down payment equal to \$40.00 per hour of work performed (\$65.00 PER HOUR FOR PROGRAMMING HOURS). A detailed explanation of the work performed will be submitted upon the customer's request.

Disclaimer:

All services must be used for lawful purposes only. Pornography, sexually explicit, or illegal activities of any kind are strictly prohibited on all sites. This includes links to other sites containing said activities or materials. The subscriber agrees to indemnify and hold us harmless from any claims resulting from the use of the service, which damages the subscriber or any other party. T.H. Creations, Inc. will not be held liable for any incidental, indirect, special, or consequential damages, including lost profits, savings, or revenues of any kind for server failures resulting from any cause whatsoever. T.H. Creations, Inc. is not responsible for any hardware, software, network connections, technical malfunctions, or any other disturbances, not directly related to the work or service provided by T.H. Creations, Inc.

This agreement is limited to the terms and conditions listed herein. This contract is binding and governed by the laws of the State of Maine.

I have read and understand the conditions of this agreement. I possess the authority to enter into this agreement with T. H.

Creations, Inc. on behalf of: _____ .

Signed: _____ Title: _____

Date: _____ T. H. Creations, Inc. Representative: _____