

Terms and Conditions for ABC Design Studio, LLC

Updated and Revised 10 January 2013

In using this website, you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement, and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by telephone, email, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement

We are committed to protecting your privacy. We collect information from you when you purchase a website or websites from us in order to fulfill your order and transfer the website(s) over to you. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We do not share, sell, or rent your personal information to any third parties. The email address you provide for order processing may be used to send you information and updates pertaining to your order or inquiry, in addition to receiving occasional company news, updates, and related product or service information. At any time you would like to unsubscribe from receiving any future emails, we include detail unsubscribed instructions at the bottom of such emails.

Payment

We accept all major credit cards and debit cards as a means of payment. Purchases can be made securely online through our website or by calling our customer sales phone number: 1-503-980-1021 9:00am-6:00pm pacific standard time. We also accept payment by Western Union if you do not wish to pay using a credit card or debit card. We do not accept money orders, cashier's checks, or personal checks for website business purchases. We also do not accept partial payments nor can we make payment arrangements or accept installments for website purchases. We will begin working on the affiliate link integration and the domain name transfer process within 24 hours after your payment has been received. eCheck payments made through PayPal take approximately 10 business days to clear. If purchasing by eCheck, the website and domain name will not be transferred over to you until your payment has cleared. For security purposes, we do not store your credit card information after it your payment has been received, so any additional purchases made for websites, marketing services, or hosting, will need to be invoiced separately or ordered separately and will appear as a separate transaction.

Refunds

We adhere to a no refund policy. Refunds are not granted for the purchase of digital merchandise such as website businesses, downloadable website templates, domain names, or internet business of any kind. Once you receive the transfer of the Domain Name and the Affiliate Partner links have been integrated within the website's HTML code, then you will be the official owner of the website. ABC Design Studio, LLC agrees to release all ties of ownership to the website business at the time of the transfer so that all revenue generation and Tier I commissions will be paid directly to the Buyer from the linking Affiliate partners. Websites are service-rendered businesses and cannot be exchanged or returned for a refund once they become the property of the buyer.

Buy Backs

We do not "buy back" websites that we have previously sold, nor do we act as a brokerage firm and represent website businesses that are developed by other entities. The websites listed for sale are developed solely by ABC Design Studio and its employees. If you have previously purchased a website business from ABC Design Studio that you no longer wish to keep, simply *do not* renew your annual hosting service with ABC Design Studio and *do not* renew your Domain Name registration fees with GoDaddy. This will automatically terminate your website once your accounts become past due. You are also free to sell your website business to another Buyer. If you need assistance with how to sell your website business, how to transfer your hosting account to a new Buyer, change out the affiliate links, and/or if you need assistance transferring your Domain Name over to a new Buyer, you may contact [ABC Design Studio](#), LLC for support.

Hosting

The Buyer will receive no charge for hosting the website listed herein for a full year. The Buyer is provided free hosting from the Seller for this website for 12 consecutive months, with an active starting date that begins on the date of purchase. There is no hosting contract or obligation for the Buyer to remain hosting with the Seller. After the free year of hosting service has been rendered, the Buyer will receive a hosting renewal invoice by email from the Seller to continue hosting the website with the same host for an additional 12 month period. The Buyer is under no obligation or contract to pay for this hosting renewal and may move the website to another host at any time. If the renewal hosting payment is not received from the Buyer after the 12 consecutive months of free hosting has been rendered, then the Seller has the right to remove the website from the server and terminate the hosting account, but not before the end of 12 months from this date of purchase.

Hosting Regulations

Each website sold on ABC Design Studio comes with a free hosting account which includes 50 MB of disk space, unmetered bandwidth usage and unlimited sub-domain names, and unlimited email accounts that can be setup for the website business you purchase from us. ABC Design Studio complies to federal laws and regulations set for by the US government and certain types of

websites are forbidden to be hosted on ABC Design Studio servers, since we are based in the United States.

ABC Design Studio will not host and does not host websites that engage in gambling of any kind, such as online casino gambling or sports betting. We will not host websites that sell pirated software, engage in any type of phishing activity or that spread viruses, engage in hacking, malware or spyware. We will not host websites that operate in a drug-ring or drug-forum. We will not host websites that sell firearms or that operate in ammunition or firearm forums or similar web rings. We do not host websites that engage in pornography that targets minor children (under the age of 18). We also do not host websites that permit prostitution or escorting services or that engage of any type of illegal activity of any kind. You are free to host your website on ABC Design Studio and make any modifications or additions to your website so long as your website does not violate these terms and conditions or violates federal guidelines, laws and regulations, when hosting your website on a United States server. Websites that violate US federal guidelines, laws or regulations or that violate these terms and conditions will be automatically terminated from the server.

Anti-Spam Regulations

You may setup email addresses with your hosting account, however sending out spam emails is strictly prohibited. If spam activity is suspected, your website runs the risk of being permanently deleted from our server.

Domain Name Transfer

ABC Design Studio, LLC will transfer the domain name as listed within the website purchase description over to you, the Buyer, during the same time that we edit the affiliate partner information for you, the Buyer. Total setup time and delivery of the website and domain takes approximately 48 hours after we receive the requested information back from you, the Buyer. You, the Buyer, will be asked to open up a free GoDaddy account at www.GoDaddy.com so that the domain name can be transferred to you providing legal documentation that you will be listed as the legal registered property owner of the domain name. Domain name registration fees will be handled through GoDaddy and the Buyer will be responsible for paying any domain name registration fee renewals once the domain name becomes legally registered to the Buyer.

Selling Your Website Business To A Third Party

You, the purchaser of any website business sold through ABC Design Studio, LLC, are free to sell your website business to another Buyer or Third Party at any time. The only restriction is that you, the original buyer of the website, cannot make multiple copies of the website design files or any elements of the files with the purpose to resell multiple copies to others. The original developers at ABC Design Studio, LLC hold the legal copyright protection of the websites that they sell; therefore only ABC Design Studio, LLC, their beneficiaries, and employees, may duplicate content and design elements to resell. You may customize, modify, change, edit and/or resell, any original website you purchase from ABC Design Studio, LLC, to one (1) new buyer at any time without receiving written permission or authorization from ABC Design Studio, LLC. However, making multiple copies of our website files

for commercial purposes to be resold to others is strictly prohibited. Copyright violators of ABC Design Studio, LLC, intellectual properties will be prosecuted to the fullest extent of the law.

Affiliate Partnerships

The websites sold on ABC Design Studio, LLC are Affiliate Website Businesses. This means that the HTML links built within the website link to affiliate partner websites. The visitors to the websites sold on ABC Design Studio, LLC, will be directed to the partner websites and will checkout or purchase products and services through the affiliate partner websites. The tracking ID within the website's sold on ABC Design Studio, LLC tracks commission earnings that is payable to the website owner. ABC Design Studio, LLC cannot be held responsible for unforeseen circumstances with your affiliate partner registration such as being accepted or denied into the affiliate partner program(s) or becoming removed or banned from any affiliate program after registration has been complete. We do our best to setup your website to link to the affiliate partners that link to the website(s) that you purchase from us, however the approval or denial by affiliate partners is determined by the affiliate partners themselves. Although it is rare, but if such a denial or banning should occur with your account when trying to setup your accounts to your website, we will take all measures to try to find you a suitable substitute partner programs; However we cannot be held responsible for decisions or any policy changes made by the affiliate partners themselves.

Disclaimer

The material in this site could include technical inaccuracies or typographical errors. We post "approximate" revenue earnings within the tables on the ABC Design Studio, LLC website. These calculations are based on the commission percentages provided by the affiliate partners' websites. We try our best to be accurate with regards to the information provided by the affiliate partners and the percent of commission they pay on sales and/or clicks; however individual results may vary. Factors such as prices, descriptions, specifications, commission earnings, and product availability are subject to change at any time by the affiliate partners. Other factors such as seasons, economy, supply and demand, and acts of "God", can all cause fluctuations in commission earnings. We cannot be held responsible for any perceived inaccuracies posted on our website. Whilst we endeavor to ensure that the information we post is correct to the best of our knowledge, we will not be held responsible for any errors, omissions, miscalculations, or misrepresentations. If we are informed of any inaccuracies in the material on the Website, we will correct this as soon as we reasonably can. We reserve the right to modify our website, adjust our prices, descriptions, specifications and availability of the websites we have for sale at any time without prior notification.

Accuracy, Completeness and Timeliness of Information on this Website

The material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely

sources of information. Any reliance on the material on this site is at your own risk.

Links to Third Party Sites

Our website may contain hyperlinks to other websites operated by parties other than ABC Design Studio, LLC. Such outbound links other than ABC Design Studio, LLC, may provide services or sell product lines on their site that takes you outside of our services. We cannot control what the outside links offer for sale, nor is it our responsibility to examine or evaluate the products or services that the linking websites offer. We do not assume any liability for the actions, products, or content of any of these and any other third parties. When you click on a link that leaves the ABC Design Studio website, the site you will land on is not controlled by ABC Design Studio LLC; , but rather different terms of use and privacy statements may apply. ABC Design Studio, LLC also does not assume, and expressly disclaims, all liability for any viruses, worms, Trojan horses, defects, or other malfunctions resulting from, existing within, or in connection with such third party sites and any links thereto.

Use of Materials on this Website

All content on this site (including, without limitation, text, design, graphics, websites for sale, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof), is the exclusive property of and owned by ABC Design Studio, LLC, and is protected by copyright, trademark and other applicable laws. You may access, copy, download and print the material contained on the site for your personal and non-commercial use, provided you do not modify or delete any copyright, trademark or other proprietary notice that appears on the material you access, copy, download or print.

Any other use of content on the site, including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any material, information, software, products or services obtained from the site, or use of the site for purposes competitive to ABC Design Studio, LLC, is expressly prohibited.

You may not use contact information provided on the site for unauthorized purposes, including marketing, or sending out spam. Obtaining the company telephone number or company email addresses is prohibited for uses other than its provided use which is to provide service to our customers.

Limitation of Liability

When visiting our website and/or purchasing from our website, you agree that you assume full responsibility for your use of the site. You acknowledge and agree that any information you send or receive during your use of the site may not be secured and may be intercepted by unauthorized third parties.

You further agree when visiting our website and/or purchasing from our website that ABC Design Studio, LLC cannot be held liable for any damages or injury arising from any failure of performance, error, omission, interruption, deletion, defects, delay in operation or transmission, computer

viruses, email or website malfunctions, file corruption, communication line failure, network or system outages, your loss of profits, unauthorized access to, alteration of or use of any record or data, and any other tangible or intangible loss.

Changes Made To Terms and Conditions

ABC Design Studio, LLC reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms and Conditions, in whole or in part, at any time, by posting revised terms on the site. It is your responsibility to check periodically for any changes we make to the Terms and Conditions. Your continued use of the site after any changes to the Terms of Use or other policies means you accept the changes.

How to Contact Us

If you have any questions or comments about these Terms and Conditions or this website, please contact us by

- Emailing us: support@abcdesignstudio.com
Calling us: +1- 503-980-1021 or
- Writing us:

*ABC Design Studio, LLC
Administrative Dept
PO BOX 779
Woodburn, OR 97071*

Thank you for visiting our site.