



### **Cancellation / Non-Renewal of Service and Refund Policy (Updated 03/2009)**

Advertising, web site development and web site hosting are services payable in advance for a period of time. Usually the term of the service is for one year.

Internet advertising, web site development and web site hosting services are payable in advance with cash, check, money order or credit card.

You (the customer) may cancel your order for CrushLabs, Inc services, at no cost to you, at any time before the work is performed. You may cancel your service request via telephone or via email. If you cancel advertising services before your ad(s) have been placed on the Internet, you are entitled to and will receive a prompt 100% refund.

However, once any of the work is performed or services are rendered by CrushLabs, Inc, you are liable for full payment of the entire invoice amount. Any upfront / startup fees will not be refunded. You are liable for all work performed and services rendered at our per hour rate, as it stands at the time of service. No refunds will be given, under any circumstances, for any of our services.

Domain name purchase, web site construction and hosting are payable in advance. You are liable for any services performed before your refund request has been received and processed.

CrushLabs, Inc will present your website development or advertisement on the Internet on the web sites agreed to, but in no way guarantees the success or performance of your website or advertisement. You are liable for payment of CrushLabs, Inc services rendered to you, regardless of response to your ad(s).

When your ad, website hosting or domain name renewal term expires, CrushLabs, Inc will attempt to contact you to determine if you wish to continue your website hosting or advertising service. However, you are responsible for your own advertising, website hosting and domain name renewal. If your advertising, website hosting or domain registration services are not renewed by you on the renewal due date, CrushLabs, Inc will not be responsible for any loss of business or future loss of business due to any disruption or loss of any advertising, website hosting or domain name registration services.

If your domain name expires and is not renewed by you on time, CrushLabs, Inc will attempt to renew your domain name for you. If CrushLabs, Inc is successful at renewing your domain for



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you, your domain may be placed in "Redemption Status". If your name is placed in Redemption Status, you may redeem the name by payment of a \$50 redemption fee. If you do not pay the redemption fee within 60 days of notification, your domain name may be released for purchase by the general public and you may permanently lose use of your domain name.

CrushLabs, Inc will gladly stop monthly or yearly automatic billing on any hosting account or domain name service provided.

If you sign up for a monthly service and request the service to be canceled, your account will no longer be re-billed starting with the date of your notification.

Your service will still be active until the renewal date; at which time the account will be canceled and deleted from our system. Please be sure to backup all email, and files as once the account is deleted, this information will no longer be accessible.

To cancel your account, simply contact the sales department with your request to stop future billing to your account.

Please be sure to include your first and last name as well as your CrushLabs, Inc user name when making the request.

CrushLabs, Inc will promptly refund any charges made, if your request was placed before your re-bill date and your account was still charged.

#### **Default and Remedies**

The customer will be in default under this Agreement if there is any one or more of the following actions:

- a. Failure to pay any amount when due.
- b. Customer fails to comply with any provision of these Agreements.
- c. Any representation made by customer in this Agreement is or becomes untrue.

If customer is in default in any way, the CrushLabs, Inc may immediately take any one or more of the following actions



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- a. Declare all unpaid amounts due and payable.
- b. Terminate this Agreement with respect to all or any part of the Services, including website development, hosting, or domain name service.
- c. Take any other lawful action the CrushLabs, Inc may deem appropriate to obtain damages for subscriber's breach.

This Agreement constitutes the entire agreement and supersedes any prior or contemporaneous understandings, representations, statements or agreements, written or oral. No amendment to, modification of, or waiver of any provision of, this Agreement will be binding on CrushLabs, Inc without CrushLabs' written consent.

If you wish to cancel or have any questions, comments or concerns about our refund policy, you may contact us directly at 818-368-1400 or by email at [info@crushlabs.com](mailto:info@crushlabs.com).

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, and that I have executed this agreement voluntarily.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Full Address: \_\_\_\_\_

Phone: \_\_\_\_\_