



Terms & Conditions

(Updated November 10, 2007)

Authorization The named client is engaging CrushLabs, Inc, as an independent contractor for the specific design project of developing and/or improving a blog or website, hereinafter referred to as “design project” to be installed on the client’s account. The client hereby authorizes CrushLabs, Inc to access this account, and authorizes the Hosting Service to provide CrushLabs, Inc with “full access” to the client’s account, and any other programs needed for this design project that are included as part of the client’s service agreement.

Project Schedule & Waiting List Once the client has paid their first initial payment, CrushLabs, Inc will add them to the project schedule waiting list. Once the client’s design date has arrived, the process will then take up to 4 weeks to complete, depending on the designer’s schedule. CrushLabs, Inc has the right to extend the project date if need be, depending on the requests of the client or the depth of the project.

Development CrushLabs, Inc will guarantee that the design project we complete for each client will work in the latest browser versions of Internet Explorer and Mozilla Firefox. CrushLabs, Inc strives to create content that is functional and viewable to the great majority, which means we design to meet the needs of the web site consumer. Currently more than 75% of internet users view internet content using Internet Explorer and Mozilla Firefox. Additional platform testing and modification of website design to work in other platforms will require an extra fee. For the same reasons, CrushLabs, Inc will design for the screen resolution 1024×768, as this is the current standard among internet content. CrushLabs, Inc automatically takes all recognized steps to make your site accessible to those with disabilities.

Once the snapshot and demo site is made available to the client for review, we would be happy to work with you until you are satisfied with the look of your design. We kindly request that you compile a list of all final customizations into a few e-mails, so that we can handle modifications quickly and efficiently. After these modifications have been sent to CrushLabs, Inc and are completed, CrushLabs, Inc will then have the right to charge the current hourly rate, on any edits thereafter. CrushLabs, Inc has the right to deny any customizations that the client suggests if it will alter the look of the design after it’s been completed.

Refunds We do not offer refunds.

Once your deposit and/or full payment has been received, your project is accepted and placed on the design schedule. No refunds are permitted under any circumstances. Your deposit is a



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retainer. Your deposit also covers any costs that may occur before the actual design process begins, such as hosting fees, graphic fees, etc.

If you choose to place the project on hold for any length of time for any reason, a continuation fee may be required, once the project resumes.

Please understand that we work from a long waiting list so please don't commit to a project if you're not 100% certain you are willing to wait.

Further information regarding our Refund Policy can be found in our Refund Policy. **If you have any questions, comments or concerns regarding our Refund Policy, please contact us prior to paying for and obtaining services.**

Copyright and Trademarks The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to CrushLabs, Inc for inclusion in the design project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend CrushLabs, Inc from any claim or suit arising from the use of such elements.

Link backs and Credit The client agrees to have a small link back to CrushLabs, Inc placed on each of their web site pages. The client agrees not to remove this link back unless images, text, content, design elements and code provided by CrushLabs, Inc are removed.

If the client removes the link back from their site and still uses the images and design created by CrushLabs, Inc, we have the right to delete the images.

Web Site Maintenance CrushLabs, Inc offers site maintenance at the current hourly rate. In addition, packages may be made available to keep a designer on retainer for specific maintenance. All maintenance payments must be received prior to any work completed.

Completion CrushLabs, Inc agrees to work with the customer to complete all design projects in a timely manner that is listed under Project Schedule. CrushLabs, Inc will provide each client with a project completion date depending on the size, content and functionality requirements of the design project as well as availability of the designer. It is the client's responsibility to provide content as requested in order to meet any completion time line. If the client does not



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provide the needed content prior to the agreed completion date, payment in full is still due the designer. CrushLabs, Inc can not be held to a time line or be held responsible for damages to a business in regards to design project completion if CrushLabs, Inc was not provided content. Should the client be unable to provide content in a timely manner CrushLabs, Inc may, at our discretion, choose to reschedule the design project according to the designers availability. CrushLabs, Inc reserves the right to terminate a relationship in which content was not provided in a timely manner. Should the client choose to reschedule the design project, there will be a 15% fee for each month the design project is in construction after the original project completion date. Once content has been made available to CrushLabs, Inc and pages have been constructed with said content, content changes will be made at our current hourly rate. Once the design is installed and live, CrushLabs, Inc is not responsible for any changes made to the design by the client, which will affect the overall look of the website. The website and or blog may be reinstalled for a fee.

Project Delivery & Payments CrushLabs, Inc will be paid in full before delivery of the final product. Once full payment is received CrushLabs, Inc will publish the design project on the client's hosting service or blog.

Other Legal Stuff CrushLabs, Inc will do the best to our ability to provide a design that meets the needs of our client as expressed to us by the client, and to guarantee our work error free. Some errors are nearly inevitable, and CrushLabs, Inc agrees to correct any content/linking errors recognized in the design project for a term of seven days past completion. This includes typos, bad links, or viewing issues in current versions of Internet Explorer or Mozilla Firefox. This does not include replacing more than a paragraph of text, replacing images without typos or changing design or visual elements. Upon completion it is the client's responsibility to identify any errors for CrushLabs, Inc to correct. In no event will CrushLabs, Inc be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website. We will in no way be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.



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CrushLabs, Inc retains the right to display graphics and other web design elements as examples of their work in their respective portfolios.

This agreement becomes effective when the client provides the designer with the initial payment. The publication of the design project and submission to search engines if requested will only be made after the final payment is submitted. All payments will be made through Paypal.

Events Beyond the Control of CrushLabs, Inc CrushLabs, Inc will not be liable for breach of this agreement where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of CrushLabs, Inc.

Premade Designs By purchasing premade designs from CrushLabs, Inc, the client is agreeing to the following terms and conditions. These terms and conditions are subject to change at any time, without warning and therefore should be read prior to making your purchase(s).

- Payments are accepted via PayPal ONLY at this time. Payment will be made prior to you, the client, being given your unique download links.
- Premade themes and design elements are sold AS IS. The only exception; blog titles/subtitles, and if needed, extra sidebar buttons. Any additions to the aforementioned are subject to additional fees.
- You, the client, are responsible for obtaining proper licensing for any and all blog software used. Support for any blog software will not be provided to you, the client, by CrushLabs, Inc. You, the client, are responsible for obtaining support from the appropriate vendor.
- When a custom design is requested; Client guarantees that they own or have permission from the rightful owner to use any design element such as photography, text, graphics, trademarks or any other artwork that is to be included in any design by CrushLabs, Inc and will hold harmless, protect and defend CrushLabs, Inc, and it's subcontractors from any claim or suit arising from the use of any design elements. Client shall also supply the source of any design element that is to be used and included in any commissioned design project, so that proper credit will be given. Client is assumes responsibility and all risk of liability.



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- When a custom design is requested or premade is purchased; Client understands and agrees that by purchasing any design or design element created by the use of personal photography, designs, text, graphics, trademarks or any other artwork by us, the client is not purchasing the rights to claim, reuse, resell or redistribute any design or design elements without prior, written permission of the author - me.
- You are only allowed to use each design on one blog. Use of themes on multiple blogs is not permitted UNLESS you have moved/relocated your blog to a new location.
- Credit link required. Client agrees that credit links back remain on the site for the life of any design by CrushLabs, Inc. Removal of these credit links are in direct violation of these Terms of Service and your agreement with CrushLabs, Inc.
- CrushLabs, Inc will not save or store backups of any design or design element purchased or of your existing design. It is the responsibility of the client to save and store backups of previous designs, as well as any design purchased through CrushLabs, Inc.
- Client understands and agrees that CrushLabs, Inc reserves the right to use and display any purchased design, custom design or design elements as examples of works via a portfolio or for the purpose of advertisement.