

CLIENT SERVICES CONTRACT, TERMS AND CONDITIONS WITH HANDMADE DESIGNS, LLC.

These terms and conditions (the "Agreement"), together with the schedules attached, and any amendments to those schedules, governs your participation as a user (the "Client") of the website or associate websites, products or services associated with Handmade Designs, LLC, or their affiliate website www.handmadedesigns.com (the "Project"). The Client covenants and agrees as a condition precedent to participating as a client of Handmade Designs, LLC, to be bound by this Agreement, and the schedules attached, as may be amended by Handmade Designs, LLC, ("HANDMADE DESIGNS") an Idaho Limited Liability Company, from time to time.

1. DEFINITIONS

- 1.1. "Client" means any individual who is party to this Agreement personally, and/or through a representative or agent, including the person who completes and signs this Agreement.
 - 1.1.1. No other person is authorized to access or discuss the Client's account with Handmade Designs, LLC, or request work, unless Handmade Designs, LLC, has received written authorization from the Client for this additional person to have account access.
 - 1.1.2. The Client who signs this form is fully responsible for all account charges incurred by anyone whom the Client authorizes on the account.
- 1.2. "Website" means the website for New Project Development operated by HANDMADE DESIGNS and situated at www.handmadedesigns.com or any other server organized or prearranged by HANDMADE DESIGNS.

2. NEW PROJECT DEVELOPMENT

- 2.1. HANDMADE DESIGNS will permit the Client to participate in New Project Development, subject to compliance with the terms and conditions in this Agreement and in any policies established by HANDMADE DESIGNS, from time to time, and incorporated by reference in this Agreement.
- 2.2. The Client will be issued a unique username and password to access portions of the Website, neither of which may be used by any person other than the Client.
- 2.3. It is expressly agreed that the parties intend by this Agreement to establish a relationship between HANDMADE DESIGNS and the Client, but that it is not the intention of either party to undertake a joint venture or to make the Client in any sense an agent, employee, or partner of HANDMADE DESIGNS. The parties expressly agree that this Agreement does not in any way create a partnership, nor have the parties granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever.
- 2.4. It is further agreed that the Client has no authority to create or assume in HANDMADE DESIGNS's name or on its behalf any obligation, express or implied, or to act or purport to act as its agent or representative for any purpose whatsoever and the Client shall not hold itself out as having any such authority.

3. NEW PROJECT DEVELOPMENT PROCESS

- 3.1. The following items must be received before work on a New Project can begin:
 - 3.1.1. Completed New Client Registration Form (www.handmadedesigns.com/signup)
 - 3.1.2. Non-refundable deposit of 50% of the total project cost.
 - 3.1.2.1. This will be credited towards Client's account.
 - 3.1.3. All information needed for the project, including but not limited to server access, design specifications, text, images, etc.
- 3.2. After we receive the above items, we will create the project according to the written proposal we provided to the Client.
 - 3.2.1. The Client is responsible for providing complete design specifications for the project, including layout and colors. If such specifications are not provided, or are incomplete, we will make a good faith attempt to create a good design layout for the project, but do not guarantee that such a design will meet the Client's desires.
- 3.3. When we have finished the project, the Client will review the project and provide, in one single written or emailed document, a list of changes to be made to the draft. **The Client shall provide this list within fourteen (14) calendar days after the project is sent to Client.**
- 3.4. We will implement the changes on the Client's written or emailed list of changes, then invoice for the remaining balance.
- 3.5. **The invoice payment is due within fourteen (14) calendar days. Project files will not be provided to Client until payment in full is received.**
- 3.6. Client may request additional changes to the project after submitting the first list of changes. **These changed are not included in the initial proposal price; Client will be charged for these additional changes.**
- 3.7. If the Client provides no list of changes during the 14-day preview period, we will invoice for the project balance at the end of the preview period. The invoice payment is due in full within fourteen (14) calendar days.

4. ACCOUNT CHARGES AND BILLING

- 4.1. HANDMADE DESIGNS may but is not required to, upon request, provide free estimates, free proposals, a one-hour free consultation for new Clients, and up to two (2) hours per year of free tech support for hosting Clients.
- 4.2. All other services (such as website updates, meetings, computer help, code tutoring, etc.) are billed at the current hourly rates of HANDMADE DESIGNS.

- 4.3. Any feature or specification not explicitly included in a written proposal or estimate provided by HANDMADE DESIGNS is not included in the price quoted. If Client requests a feature or specification, this will be at additional cost to the Client.
- 4.4. Payments made to HANDMADE DESIGNS are not refundable. If a payment is bounced, refused, canceled, or charged back for any reason, a \$25.00 charge will be added to the Client's account and Client remains liable for entire account balance.
- 4.5. HANDMADE DESIGNS provides itemized invoices on the last business day of every month for hourly work. **Past due balances accrue finance charges at the rate of two percent (2%) per month until the balance is paid in full.**
- 4.6. While an account is past due, Client's access to their account may be disabled. Past-due accounts may be sent to a collections agency sixty (60) days past the invoice date. HANDMADE DESIGNS may also elect to charge the remaining balance to Client's credit card on file pursuant to Section 4.7 below.
- 4.7. **I hereby authorize HANDMADE DESIGNS to charge my provided credit card the balance currently due on my account automatically in the event that payment is not received within fourteen (14) days of sending the corresponding invoice.**
- 4.8. **Being the authorized cardholder or the Client, by signing below I understand and agree to the terms set forth in this agreement, agree to pay, and specifically authorize to charge my credit card for the services provided. I further agree that in the event my credit card becomes invalid, I will provide a new valid credit card upon request, to be charged for the payment of any outstanding balances owed.**

5. GUARANTEES AND DISCLAIMERS

- 5.1. Should the Client, or anyone not affiliated with HANDMADE DESIGNS make any changes to the Project or to the server on which the Project resides, or upload any files to the server where the Project resides, we shall disclaim all responsibility for any problems with the appearance and functionality of the Project, including typos, code errors, etc. Time spent addressing these and any other website issues will be billed at our current hourly rate.
- 5.2. The Client is responsible for notifying HANDMADE DESIGNS via email if the Client makes any change to the website code. If the Client changes website code without informing us, we may overwrite or correct those changes, intentionally or inadvertently, and this may cause extra expense to the Client.
- 5.3. The Client may upload the project to the host server of their choice. HANDMADE DESIGNS is not responsible for the functionality, reliability, or features of the server, or for damage or loss caused by server problems. Support for websites not hosted on our server is billed at our current hourly rate, as may be modified from time-to-time.

6. PROJECT OWNERSHIP

- 6.1. HANDMADE DESIGNS may utilize code, images, or other products previously created or obtained by HANDMADE DESIGNS. Any such products are, and shall remain, the exclusive property of HANDMADE DESIGNS, or their owner, although the Client shall have license to display and utilize such items solely on the Project we create for them. HANDMADE DESIGNS retains full ownership of products that it owns, and the exclusive right to copy, implement, distribute, modify, and sell them.
- 6.2. The Client guarantees that the Client has full ownership or right to use any text, images, etc. that the Client provides for the Project. We are not responsible for any liability arising from the use of copyrighted or trademarked items on the Client's website.
- 6.3. HANDMADE DESIGNS reserves the right to display the Client's name and a screenshot of the project on its website.

7. FRAUD

- 7.1. If HANDMADE DESIGNS determines, in its sole discretion, that the Client's account in New Project Development has been used in a manner which HANDMADE DESIGNS considers to be fraudulent or which might bring the reputation or standing of HANDMADE DESIGNS into disrepute either with the general public or with the Clients or potential Clients of HANDMADE DESIGNS, or otherwise that the Client has engaged in activities which might be considered fraudulent, HANDMADE DESIGNS may but will not be obligated to (a) suspend or terminate the Client's membership or contract in New Project Development, without notice and (b) release to any third party, information relating to the identity and location of the Client if required to do so in order to enforce these terms and conditions.

8. THIRD PARTY RELATIONSHIPS

- 8.1. HANDMADE DESIGNS does not guarantee Client access to its hosted outgoing (SMTP) mail server, which could be denied access due to Client's internet service provider, anti-virus software, or computer settings blocking usage of this server. In such cases, HANDMADE DESIGNS suggests using the ISP's outgoing mail server.
- 8.2. HANDMADE DESIGNS' hosting accounts include third-party software, such as webmail and message board programs. Such software is developed and supported by third parties independent of HANDMADE DESIGNS, which makes no guarantees about the functionality or reliability of such software. HANDMADE DESIGNS does not provide free tech support for such software.

9. COVENANTS, REPRESENTATIONS AND WARRANTIES

- 9.1. **The Client represents and warrants that:**
 - 9.1.1. **IT HAS THE AUTHORITY AND CAPACITY TO ENTER INTO AND TO BE BOUND BY THIS AGREEMENT;**
 - 9.1.2. **NONE OF THE CLIENT'S INFORMATION CONTAINS FALSE OR DECEPTIVE MATERIAL; AND**
 - 9.1.3. **IT IS NOT NOW A PARTY TO ANY AGREEMENT OR BUSINESS RELATIONSHIP WHICH MAY CONFLICT WITH THIS AGREEMENT.**
- 9.2. **The Client covenants and agrees that:**
 - 9.2.1. **IT WILL, AT ALL TIMES, COMPLY WITH ALL LAWS APPLICABLE IN THE JURISDICTION WHERE THE CLIENT IS SITUATED OR WHERE THE CLIENT DIRECTLY OR INDIRECTLY CONDUCTS ITS BUSINESS;**

- 9.2.2. IT WILL NOT ENTER INTO ANY AGREEMENT OR BUSINESS RELATIONSHIP OR OTHERWISE INCUR ANY OBLIGATION WHICH MIGHT, IN THE OPINION OF HANDMADE DESIGNS, CONFLICT WITH THIS AGREEMENT;
- 9.2.3. IT WILL, AT ALL TIMES, COMPLY WITH THE TERMS OF THIS AGREEMENT, AND THE HANDMADE DESIGNS POLICIES, AS UPDATED, AMENDED AND REPLACED BY HANDMADE DESIGNS, FROM TIME TO TIME, IN ITS SOLE DISCRETION;
- 9.2.4. IT WILL NOT, WITHOUT THE EXPRESS WRITTEN CONSENT OF HANDMADE DESIGNS, USE OR PERMIT ANY PERSON FOR WHO IT IS IN LAW RESPONSIBLE TO USE ANY THIRD-PARTY TRADE-NAMES OR TRADE-MARKS;
- 9.2.5. IT WILL AT ALL TIMES COMPLY WITH THE TERMS AND CONDITIONS OF ANY AGREEMENT IN WHICH THE CLIENT ELECTS TO PARTICIPATE; AND
- 9.2.6. IT WILL, AT ALL TIMES AND FROM TIME TO TIME PROVIDE HANDMADE DESIGNS WITH WRITTEN CONFIRMATION OF A VALID PHYSICAL ADDRESS, TELEPHONE NUMBER, ELECTRONIC MAIL ADDRESS AND SUCH OTHER IDENTIFYING OR FINANCIAL INFORMATION AS HANDMADE DESIGNS MAY REASONABLY REQUIRE.

10. INDEMNIFICATION

- 10.1. The Client covenants and agrees to indemnify and save harmless HANDMADE DESIGNS and their respective directors, officers, and employees (collectively, the "Indemnified Group") from and against any and all claims or judgments, including all associated legal fees, expenses and disbursements actually incurred, arising out of any breach of this Agreement or the exercise by the Client of any right under this Agreement or any act or omission of the Client, a Sub-Client or anyone for whom the Client is in law responsible, including without limitation any damages, losses, special, consequential or otherwise, arising in any manner (including those arising from or incidental to any liability or other lawsuit, claim, demand or other action brought) as a consequence of any act or omission of the Client or any person for whom the Client is in law responsible, whether or not the Indemnified Group or any of them are named as a party defendant in any such proceedings and whether or not the Indemnified Group or any of them are alleged to be negligent or otherwise responsible for any damage or injury to persons or property. The obligation of the Client to defend and indemnify as set out in this paragraph will survive termination of this Agreement for any reason and will not be otherwise limited by any other term or condition of this or any Agreement.

11. DISCLOSURE OF INFORMATION

- 11.1. HANDMADE DESIGNS or its directors, may, from time to time, disclose to the Client certain information relating to HANDMADE DESIGNS's business; business and marketing plans, strategies and methods which may not be standard industry practice or which are not generally known in the industry; or studies, charts, plans, tales or compilations of business and industrial information acquired or prepared by or on behalf of HANDMADE DESIGNS (all collectively referred to as the "Confidential Information"). The Client acknowledges that Confidential Information will be provided at the sole discretion of HANDMADE DESIGNS, and nothing in this Agreement obligates HANDMADE DESIGNS, its directors, agents or employees to disclose or grant to the Client access to any Confidential Information.
- 11.2. Unless expressly authorized in writing by HANDMADE DESIGNS, the Client covenants and agrees:
 - 11.2.1. The Client acknowledges that HANDMADE DESIGNS remains the sole and exclusive owner of all right, title and interest in and to the Confidential Information. The Client agrees that the Confidential Information will not be copied or otherwise reproduced without the express prior written consent of HANDMADE DESIGNS.
- 11.3. The Client acknowledges and agrees that:
 - 11.3.1. the provisions of this Section and the Client's agreement with the same are of the essence and constitute a material inducement to HANDMADE DESIGNS to enter into this Agreement;
 - 11.3.2. the provisions of this Section shall be construed independently of any other provision of this Agreement, and the existence of any claim or cause of action the Client may have against HANDMADE DESIGNS, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by HANDMADE DESIGNS of the provisions of this Section;
 - 11.3.3. that any breach of this Section would cause irreparable harm to HANDMADE DESIGNS for which damages might not be an adequate remedy, and the Client therefore agrees that in the event of any such breach HANDMADE DESIGNS will be entitled to seek, in addition to any other right accruing to HANDMADE DESIGNS under this Agreement or otherwise in law or equity, injunctive relief against the Client without the necessity of proving actual damages; and
 - 11.3.4. notwithstanding any other provision of this Agreement, this Section shall survive the termination of this Agreement, however caused.
 - 11.3.5. The Client agrees to indemnify and save harmless HANDMADE DESIGNS against any and all loss, costs or expenses, inclusive of court costs and legal/attorney fees, which HANDMADE DESIGNS may incur as the direct or indirect result of any unauthorized disclosure of the Confidential Information by the Client or any person for whom the Client is responsible, in law.

12. DISCLAIMER AND LIMITATION OF LIABILITY

- 12.1. **HANDMADE DESIGNS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO ANY MATTER, WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF PROFITABILITY, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT).**
- 12.2. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, HANDMADE DESIGNS ADDITIONALLY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES ON THE PART OF HANDMADE DESIGNS AND THOSE FOR WHOM IT IS IN LAW RESPONSIBLE FOR**

ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF HANDMADE DESIGNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FEES OR COSTS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

- 12.3. IN NO CIRCUMSTANCE WILL HANDMADE DESIGNS BE LIABLE TO THE CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS OF THE CLIENT OR THE CLIENT'S SUCCESSORS OR ASSIGNS (INCLUDING WITHOUT LIMITATION CLAIMS FOR LOSS OF GOODWILL, USE OF OR RELIANCE ON THE SERVICES PROVIDED HEREUNDER, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS) ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, HANDMADE DESIGNS WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY RESULTING FROM ANY GOVERNMENTAL ACTION, FIRE, FLOOD, MATERIAL SHORTAGE, TRANSPORTATION INTERRUPTION OF ANY KIND, DEFECTS, PRODUCT DEFECTS OF ANY KIND, WORK SLOWDOWN, ACTIONS OR INACTION OF CLIENT OR THIRD PARTIES, CLIENT'S EQUIPMENT OR SOFTWARE AND/OR ANY THIRD PARTY EQUIPMENT OR ANY OTHER CONDITION AFFECTING PRODUCTION OR DELIVERY IN ANY MANNER BEYOND THE CONTROL OF HANDMADE DESIGNS.
- 12.4. CLIENT HAS THE RESPONSIBILITY AND OBLIGATION OF IMMEDIATELY NOTIFYING HANDMADE DESIGNS OF ANY POTENTIAL LAWSUIT, ACTUAL LAWSUIT, VIOLATION OF LAW, LEGALITY ISSUES OR ANY VIOLATION OF CODE WHICH WOULD IMPACT HANDMADE DESIGNS OR ANOTHER CLIENT IN ANY WAY WITHIN FIVE (5) BUSINESS DAYS OR THE NONDISCLOSING PARTY TAKES 100% LIABILITY AND OBLIGATION FOR ANY AND ALL DAMAGES, COSTS, ATTORNEY FEES AND ANY OTHER SUCH LIABILITY REGARDLESS OF ANY LIABILITY ON HANDMADE DESIGNS'S PART.

13. TERMINATION

- 13.1. HANDMADE DESIGNS may terminate this Agreement and any Client account, at any time for any reason whatsoever regardless of intent or reasonableness without providing Notice to Client.
- 13.2. Client may cancel this Agreement in writing within seventy-two (72) hours after the execution of this Agreement. Additionally, Client may terminate this Agreement by giving thirty (30) days written notice to HANDMADE DESIGNS without refund of Non-Refundable deposit price.

14. GENERAL

- 14.1. The Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Idaho, excluding its conflict of law rules. The Client agrees to the exclusive jurisdiction of the courts of Idaho, county of Ada, with respect to any dispute arising as a direct or indirect consequence of this Agreement.
- 14.2. From time to time, HANDMADE DESIGNS may amend, supplement or replace this Agreement or the HANDMADE DESIGNS Policies in part or in whole, with no Notice to the Client. If the Client has not terminated this Agreement, the Client will be deemed to have consented to the same.
- 14.3. Any notice or other communication ("Notice") permitted or required by this Agreement by HANDMADE DESIGNS will be in writing and given by personal delivery or transmitted by facsimile or electronic mail to the receiving party at the address on file for the Client or the physical or electronic mail of the upper management of HANDMADE DESIGNS. Any such Notice will be deemed to have been received on the date on which it was given by personal delivery or transmitted by facsimile or electronic mail.
- 14.4. No term or condition of this Agreement will be deemed waived and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the non-breaching party.
- 14.5. In the event that any term, covenant, provision or condition of this Agreement is declared indefinite, invalid, illegal or unenforceable by a court having jurisdiction, then this Agreement with respect to the remaining terms, covenants, provisions, or conditions will continue in force and effect and the indefinite, invalid, illegal or unenforceable term shall be rewritten as closely as possible while still being enforceable, if possible, if not, then it shall be struck.
- 14.6. This Agreement will inure to the benefit of and be binding upon the respective successors, heirs and assigns of HANDMADE DESIGNS and the Client.
- 14.7. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement, and supersedes any previous or contemporaneous representations, negotiations, understandings, and agreements, oral or written. It serves as an amendment to any other written, and only written, agreement between the parties.

If you have questions about these Terms and Conditions or the practices of this Company and/or its affiliate website, please contact:

info@handmadedesigns.com

In accordance with the Electronic Signatures in Global and International Commerce Act of 2000, electronic contracts and signatures are as valid as paper contracts in all states, regardless of where the parties live or where the contract is executed. Your electronic signature on this registration form is legally valid and binding.

HANDMADE DESIGNS RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME. ALL CHANGES WILL BE POSTED TO THIS PAGE.