

Terms and Conditions for ABC Design Studio, LLC

Updated and Revised 14 September 2010

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. We 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, and at the time of clearing, the website and domain name will be transferred over to you. For security purposes, we do not store your credit card information after it your payment has been received. We do not setup automatic payment renewals for hosting or other services, so any additional purchases made for websites, marketing services or hosting, will need to be requested and ordered by the customer as a separate transaction.

Refunds

We adhere to a no refund policy. Refunds are not granted for digital merchandise sales such as website businesses, websites, domain names, or internet business. 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 sale so that all revenue generation and Tier I commissions will be paid directly to the Buyer from the linking Affiliate partners. Websites are services rendered businesses and cannot be exchanged or returned for a refund once they become the property of the buyer.

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 be asked by the Seller to continue hosting the website with the same host. 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 12 consecutive months of free hosting, 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.

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. Obtaining the company telephone number or company email addresses is prohibited for uses other than it's 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, 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 at: support@abcdesignstudio.com
Calling us at: +1- 503-980-1021 or
- Writing us at:

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Thank you for visiting our site.