



TERMS OF SERVICE Updated 07/25/12

All website, logo, graphic design, editing, or desktop publishing services provided by CM DIGITAL MEDIA, cmdigitalmedia.net, or connect-me.com, apostolicvision design services, or any subsidiaries are subject to the following terms and conditions.

#### Acceptance

Please note that by submitting your down payment for services or payment towards subscriptions you are agreeing to all of our terms of service as written here. CM DIGITAL MEDIA reserves the right to change or update these terms at any time without notice.

#### Charges & Fees

CM DIGITAL MEDIA requires a 35% down payment on design services before any work will be started. The remaining 65% is due upon completion of services, and before you receive your products, or the website goes live. If final payment is not received within 30 days of the completion of service, additional fees may be added and other action may be taken. Consulting, logos, headers, editing, maintenance, or other custom graphics fees are due at time of hire. Subscription fees are due on date listed on invoice. Failure to pay may result in termination of subscription and result in payment in full being required. Any payments that are late will be assessed a \$25 late fee and may be turned over to collections. Any check that does not clear will be charged an additional \$75 fee and client will be reported to the collection services.

#### Web Site Design Credit

CM DIGITAL MEDIA works hard to create custom websites for a wide range of clients. In order to continue doing what we love, we need a little help! Having our website link on our clients' sites is a great way to get the word out and attract new clients our way. We take great pride in every site we create, and feel that having our name on the sites we design will also deter others from copying our work and marketing it as their own. Therefore, we reserve the right to place a link to our site on every site that we create. If you would prefer to not have our visible link on your site, other agreeable terms can be discussed.

#### Liability

Copying images, a text or design layout from other sites is not condoned by CM DIGITAL MEDIA. Under NO circumstances will CM DIGITAL MEDIA and its owners, partners or contractors be held liable for content on a client website. The client will pay any and all legal expenses that are a result of lawsuit against CM DIGITAL MEDIA for graphics, images and/or content which is provided by and used by the client.

#### Termination of Services

Please submit a request for termination of services to CM DIGITAL MEDIA in writing. Your request will be reviewed and our response delivered to you in a timely manner. CM DIGITAL MEDIA reserves the right to terminate a contract with a client at any time for any reason. If CM DIGITAL MEDIA decides to end the contract and services, a suitable refund arrangement will be made. If client pays by subscription and termination occurs, payment is due in full immediately. Refunds will be processed within 30 days of the date of termination of contract.

#### Refunds

Website design is a combination of two things- the web designer's time, and the finished product. CM DIGITAL MEDIA requires a deposit of 35% on all web design projects before we begin; this ensures that should you, the client, decide to change your mind or move to another country, or disappear midway through the project, that we are still paid for some of the time we have put into creating your website. Therefore, there are NO refunds of deposits. Once a site has been completed and live, there are no refunds, period. Please contact us if you have any questions regarding our refund policy. There are no refunds on hosting if it is secured by CM DIGITAL MEDIA. Please contact us with any Questions that you have about hosting and we will be happy to answer them.

CM DIGITAL MEDIA reserves the right to update or change these terms of service at any time without prior notice.