

Terms of Service Agreement

Please Read Carefully

In these Terms of Service "we, our, us, I, me, my refers to StickySites (Web Design and Hosting), "Services" refers to the website design, and domain registration and hosting services offered by StickySites; "You" and "Client" refers to the person or persons to whom service, design or development work is being rendered.

All contents on this website including information, material and graphics, user interface design and layouts are copyrighted property of StickySites.ch.

By ordering or using any of StickySites products or services the client is deemed to have accepted these Terms of Service whether or not the client has been provided with a copy. If you don't agree to all the terms in this Agreement, you may not use or access the Services.

Age Requirement and Consent

The Services are not intended for and may not be used by anyone under the age of 18. By using the Services, you represent that you're at least 18 and are submitting the content for your own use or with the specific consent of the subject of the content, which consent is freely given.

Rejection/Withdrawal of Service

The description of our services on the StickySites.ch website is an invitation to treat and not an offer of services. StickySites reserves the right to decline any request for services without having to provide any reason.

We reserve these rights, which we may exercise at any time and in our sole discretion, and without liability or notice to you (except where prohibited by applicable law):

- (a) we may change parts or all of the Services and their functionality;
- (b) we may suspend or discontinue parts or all of the Services;
- (c) we may terminate, suspend, restrict or disable your access to or use of parts or all of the Services;
- (d) we may terminate, suspend, restrict or disable access to your Accounts or parts, some or all of Your Sites or your User Content;
- (e) we may change our eligibility criteria to use the Services (and if such eligibility criteria changes are prohibited by law where you live, we may revoke your right to use the Services in that jurisdiction);
- (f) we may withdraw any or all services from any client who infringes any of the Terms of Service, without notice and with immediate effect. In the event of suspending services, it is not policy to offer a refund of any monies paid for services or any part thereof; and

- (g) we may withdraw any or all services from any client who commences or threatens legal action or posts any negative or disparaging statements in any public media.
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Limitation of liability

a) General Liability

StickySites will under no circumstance be liable for indirect, special, or consequential damages including any loss of business, revenue, profits, or data in relation to your use of the Website.

b) Domain Liability

In purchasing domain names on behalf of the client, StickySites is acting solely as the clients agent and accepts no responsibility for legal issues the client encounters from the misuse of their domain. All domain renewal fees must be paid by the client after the first year of service. StickySites agrees to transfer any domain into clients name upon request, providing that all account, hosting and renewal fees are paid up to date.

In the event of a dispute as to ownership of the site and/or domain, we reserve the right, at any time and in our sole discretion, and without notice to you, to determine rightful site or domain ownership and to transfer a site or domain to such owner. Our decision in that respect is final

c) Criminal Liability

The Client agrees that they are not using, nor intending to use, their website to conduct business illegally in any way or perform activities that violate their state, federal, local, or international laws. StickySites cannot be held liable for any legal issues the client encounters from use of their website. It is the responsibility of the Client to register their business in accordance with their local city or state tax laws.

Copyrights and Trademarks

a) Source Materials

Client may provide us with content, including without limitation text, photos, images, music, audio, videos, fonts, logos, stickers, code and any other materials ("User Content"). Your User Content stays yours, except for the limited rights that enable us to provide, improve, promote and protect the Services as described in these Terms of Service..

Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork hosted on server or furnished to StickySites for inclusion in the Website are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend StickySites from any liability (including legal fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by Client. Time spent in respect of copyright violation complaints/disputes will be billed to Client at US\$50 per hour or part thereof.

b) Third Party Content

The sites created using our Services may contain User Content: (a) that is offensive or objectionable;

(b) that contains errors; (c) that violates intellectual property, trade secret, privacy, publicity or other rights or the good name of you or third parties; (d) that is harmful to your or others' computers or networks; (e) that is unlawful or illegal; or (f) the downloading, copying or use of which is subject to additional terms and policies of third parties or is protected by intellectual property, trade secret, privacy or other laws. By operating the Services, we don't represent or imply that we endorse your or other users' User Content, or that we believe such User Content to be accurate, useful, lawful or non-harmful. We're not a publisher of, and we're not liable for, any User Content uploaded, posted, published or otherwise made available via the Services by you or other users.

c) Design Ownership

The Services are, as between you and StickySites, owned by StickySites, and are protected by copyright, trade secret, trademark and other laws. These Terms of Service do not grant you any right, title or interest in the Services, others' User Content, our trademarks, logos or other brand features or intellectual property or trade secrets or others' content in the Services. You agree not to change, modify, translate or otherwise create derivative works of the Services or others' User Content. Upon delivery and FULL payment of project, client assumes ownership of all non-StickySites related code, graphics and design elements relating to website. Client is free to modify, transfer or reverse engineer all non-StickySites code and design elements relating to website without needing permission or a written agreement with StickySites. However, Client may not modify, reproduce, create derivative works from, distribute, transfer, reverse engineer or in any way exploit elements of any StickySites created code which renders the website as HTML, nor the Website Manager, all of which StickySites is the sole copyright holder.

d) Definition of Copyright Holder

Upon delivery and full payment of project, beneficial ownership of the domain name and client-supplied unique design copyrights transfer to the person or business for whom the website was designed. For the avoidance of doubt, the copyright in the overall design and all elements commonly used in similar websites (whether or not designed by StickySites) do NOT transfer to the the person or business for whom the website was designed and any such designs are created on a non-exclusive basis.

StickySites will not honor any 3rd party involvement or ownership claims made by anyone other than the person whose business is being advertised or whose name or stage name was used in the original service request. Client accepts that StickySites has no obligation whatsoever to investigate or act upon claims of copyright violation or plagiarism in relation to the website created for the Client.

StickySites does not allow or provide resale of development services in any form. All contracted services and confirmation of work to be done must be made through the person for whom the website or project is being developed. Collaboration or involvement through a third party is prohibited unless expressly permitted and discussed prior to development.

d) StickySites Portfolio and Design Credit Link

StickySites reserves the right to showcase a screenshot of all client designs as an example of work and creative style. Clients have the option of opting out of being showcased by request in writing.

All websites designed by StickySites require a design credit link pointing to <https://StickySites.ch> in the footer area next to the site copyright. It is prohibited to remove or modify this link unless expressly permitted by StickySites.

DCMA (Digital Millenium Copyright Act)

The Digital Millennium Copyright Act (“DMCA”) provides an avenue for owners of copyrighted material to address allegations of misuse of that material. If you believe that your intellectual property is being used without permission on any Website hosted through StickySites, please bring it to our attention. Please provide ALL of the following information:

- An electronic or physical signature of the real person authorized to act on behalf of the owner of the copyright interest;
- The real name of the beneficial owner of the copyright interest (agents providing privacy services will not be accepted as a real name);
- A description of the copyrighted work that you claim has been infringed upon including detailed and precise information on how your intellectual property rights have been infringed;
- A description of where the material that you claim is infringing is located;
- The mailing address, telephone number, and email address of the copyright owner;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Given an increase in abuses of DMCA complaints, StickySites reserves the right to pursue claims against any person who fraudulently or frivolously files such a complaint, and specifically reserves the right to seek reimbursement for any damages and costs suffered as a result of any fraudulent or frivolous activity.

Project Fees and Development

a) Project Deposit

All custom type designs or freelance work requiring more than two hours of development require a 50% deposit of the quoted fee before any work is started.

b) Website Design Development

StickySites and Client undertake to work together to complete website within the timescale defined prior to work starting. StickySites will periodically inform client on project progress and endeavor to meet the defined milestones. Client must supply all required materials BEFORE or within two days of the project start date to avoid development delays. Extended delays in communication (without prior notice) or failure to provide required materials by posted deadline will result in project cancellation.

All remaining balances due on project must be paid before public launch.

Cancellation & Refund Policy

Deposits are non-refundable unless no development work has commenced

a) Cancellation

The following will result in an automatic project cancellation:

- Client fails to communicate (without prior notice) for more than 3 weeks after commencement of the project.
- Project development is delayed or lapses more than 3 weeks because required project materials are not ready.
- Client exceeds three rescheduling requests or development fails to resume within 12 months of original start date
- Any other violation of terms outlined within this Service Agreement

b) Resuming Services

- If an account was terminated or suspended on the server due to non-payment of renewal fees, Client must pay the upcoming hosting renewal fee PLUS US\$50 to cover time needed to reinstall the website.
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Ongoing Maintenance

Minor post-launch support and website changes are available to clients free of charge if such work amounts to no more than 2 hours per month. Clients are responsible for opening a support ticket through the appropriate support email address when requesting help. Clients are not charged for support requests relating to a problem with the server, an error by StickySites or a bug in StickySites code. All other requests that require more than answering a question will be quoted and agreed prior to work commencing.

Renewal of website, domain, and hosting

A renewal fee as set out in the current website of StickySites.ch shall be payable no later than one day prior to the anniversary of the registration of Client's website domain name. No grace period is offered upon failure to pay by the due date and Client's website may become inactive. Reactivation after the due date will carry an additional fee of US\$100. No guarantee is offered that the site can be reactivated in its original form and any work to recreate the website will be charged at US\$50 per hour.

StickySites reserves the right to decline to renew Client's services on the anniversary date. StickySites will give no less than 7 days notice of any intention to decline to renew and shall not be liable for any consequential loss or damages suffered by Client arising from any cause whatsoever.

Delivery of website and Acceptance

a) Delivery & Final Payment

Uploading a website to your Hosting account, sending files through FTP, or any other media is considered as delivery of website after which the client is not eligible for a refund of any monies paid. By contracting design services with StickySites, Client agrees to clear any remaining balance(s) within 7 days of delivery. Failure to do so will result in the site being suspended until full payment is made.

b) Acceptance

Where Web site design or other Programming Services are supplied, Client will notify StickySites of any errors or omissions for rectification within a period of 7 days from Delivery. After 7 days from Delivery, Client is deemed to have accepted that the Delivery is provided to an acceptable level of quality and further changes will require maintenance payments

Backups and Data loss

Your use of the hosting service is at your sole risk. StickySites is not responsible for files and data residing on your hosting account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on our servers. Hosted Clients are expected to perform their own periodic backups using the backup tool within their hosting control panel.

Events Beyond Our Control

We are not in breach of these Terms & Conditions or liable to you if there is any total or partial failure of performance of the Services resulting from any act, circumstance, event or matter beyond our reasonable control. This may include where such results from any act of God, fire, act of government or state or regulation, war, civil commotion, terrorism, insurrection, inability to communicate with third parties for whatever reason, failure of any computer dealing or necessary system, failure or delay in transmission of communications, failure of any internet service provider, strike, industrial action or lock-out or any other reason beyond our reasonable control.

Applicable law and place of jurisdiction

Any dispute in connection with this contract, its conclusion, its execution and its interpretation, in the absence of an amicable solution, is subject to Swiss law exclusively, the exclusive place of jurisdiction being in Geneva subject to appeal to the Federal Supreme Court in Lausanne.