

## TERMS OF SERVICE

*Last updated: September 30, 2015*

We (Gideon Press) agree to be bound by this Terms of Service (TOS) when we process your payment information. You (Customer) agree to be bound by this TOS when you submit your payment information to engage our web design and development services.

### **1. SERVICE PROVIDED**

We provide website design and website development services to you. We do not provide website hosting or domain support services.

### **2. CONTACT INFORMATION**

You are required to provide us with accurate information when soliciting our services and during the course of our relationship. On occasion, we may need to communicate with you by email about your service. You agree to maintain a working email address that is monitored daily. We have no responsibility or liability for interruptions in service based on communications that are misdirected, blocked or otherwise not received as a result of your failure to provide us with updated contact information. All of our regular contact with customers is done by email. The primary contact in our records is considered by us to be our customer. Only that entity may request changes to your account.

### **3. PAYMENT**

You are responsible for the fees and charges displayed on our pricing page or on your invoice. All payments are made prior to the period of service being provided. Our obligation to provide service to you is contingent upon your payment of the fees by your due date. It is your responsibility to ensure that we receive payment. We may temporarily deactivate websites for nonpayment 10 days after the due date. Should service be suspended for any reason including nonpayment, fees will continue to accrue. If fees accrue beyond 30 days, we will terminate the service. If you choose to pay us by credit card from our online invoice payment system, an automatic recurring payment subscription may be started using that card information.

### **4. BILL DISPUTES**

If ever you have an issue with a bill, we will work with you in all good faith to resolve it.

### **5. REFUNDS**

Payments for website design & website development projects are made to us in increments as a courtesy to the client. Once a deposit is made, it is non-refundable. If a project is cancelled or postponed, all deposits paid are retained by Gideon Press and if applicable, a fee for all work completed beyond what was already paid for shall be paid by the client.

If we receive a chargeback or payment dispute (i.e. PayPal Dispute) from a credit card company or bank, your service and/or project will be suspended without notice. A \$50 chargeback fee (issued to recover fees passed on to us by the credit company), plus any outstanding balances accrued as a result of the chargeback(s) must be paid in full before service is restored, files delivered, or any further work is done. Instead of issuing a chargeback, please contact us to address any billing issues. Requesting a chargeback or opening a PayPal

dispute for a valid charge from us is fraud, and is never an appropriate or legal means of obtaining a refund. Please read and make sure you fully understand our refund policy prior to making a payment.

## **7. LICENSES AND INTELLECTUAL AND CREATIVE PROPERTY**

All rights, title and interest in Gideon Press's technology shall remain with Gideon Press. You are not permitted to circumvent any devices designed by us to protect our, or our licensor's, ownership interests in the technology we provide to you. You are not permitted to use our graphic designs outside of our service. Our software and designs always remain the property of Gideon Press. You are permitted to use the raw content you create within our system however you would like.

## **8. YOUR REPRESENTATIONS**

You represent and warrant to Gideon Press that: (1) you have understanding of our service; (2) that in entering into this TOS, you will not violate any applicable laws and regulations; and (3) that you will pass through the terms of our TOS to your system users. You expressly warrant that you own the entire right, title and interest to, or have an appropriate license to use, all materials provided to Gideon Press, or which may be accessed or transmitted using our service.

## **9. DISCLAIMERS**

THE SERVICE IS PROVIDED ON AN AS-IS BASIS. GIDEON PRESS HAS NOT, AND DOES NOT, MAKE ANY WARRANTIES WHETHER EXPRESS OR IMPLIED. THIS DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY AND TITLE. GIDEON PRESS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. GIDEON PRESS IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO, OR FROM, YOU OR STORED BY YOU OR AN END USER VIA THE SERVICE PROVIDED BY US. GIDEON PRESS SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING SERVICES PROVIDED BY THIRD PARTIES, REGARDLESS OF WHETHER THOSE SERVICES APPEAR TO BE PROVIDED BY GIDEON PRESS. NO WARRANTIES MADE BY THESE THIRD PARTY ENTITIES TO GIDEON PRESS SHALL BE PASSED THROUGH TO YOU, NOR SHALL YOU CLAIM TO BE A THIRD PARTY BENEFICIARY OF SUCH WARRANTIES.

THIS WARRANTY DISCLAIMER EXTENDS TO ANY ORAL OR WRITTEN INFORMATION YOU MAY HAVE RECEIVED FROM GIDEON PRESS, ITS EMPLOYEES, THIRD-PARTY VENDORS, AGENTS OR AFFILIATES. YOU MAY NOT RELY ON SUCH INFORMATION.

SOME STATES DO NOT ALLOW GIDEON PRESS TO EXCLUDE CERTAIN WARRANTIES. IF THIS APPLIES TO YOU, YOUR WARRANTY IS LIMITED TO 90 DAYS FROM THE EFFECTIVE DATE FOR AN INDIVIDUAL SERVICE.

## **10. LIMITATION OF LIABILITY**

You agree that Gideon Press has no liability, whatsoever, for unauthorized access to, or any corruption, erasure, theft, destruction, alteration or inadvertent disclosure of, data, information or content, transmitted, received, or stored on our system.

## **11. GENERAL PROVISIONS**

Notices will be sent to you at the email address you provide to us. It is your obligation to ensure that we have the most current email address for you in our records. We do not communicate in writing, as we are a mostly paperless company.



Please refer to our website, [faithconnector.com](http://faithconnector.com), for contact information for most issues, including technical support and billing. Notices regarding this TOS and other Gideon Press policies should be directed via email to [customerservice@gideonpress.com](mailto:customerservice@gideonpress.com).