

Terms of Service

Menus Plus More is a branded service provided by Tech One Illustration. The following text describes our Terms of Service. By using this web site and the services provided, you agree to be bound by our Terms of Service and Acceptable Use policies.

With respect to services and the creation of networks, layouts, applications, training, scripts, software and/or web sites (hereinafter referred to as "Work").

1. Reservation of Rights.

All rights not expressly granted hereunder are reserved to Tech One Illustration, including but not limited to all rights in sketches, comps, photography, templates, computer files or other materials.

2. Backups and Data Loss

Your use of the service is at your sole risk. We are not responsible for files and data residing on your 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. Client may make arrangements for backup services at an additional fee.

3. Change of Scope.

Any alteration or deviation from service specifications involving extra cost will become an extra charge over and above the agreed fee. All agreements contingent upon strikes, accidents, acts of God or delays beyond our control.

4. Fee.

Client agrees to pay sales tax, if required. Subcontractor and Tech One Illustration's vendor fees are extra.

4.2 Setup Fee.

The setup fee is applicable to menus that are 60 menu items or less. Menus that contain more than 60 menu items will be charged an additional fee equal to our per item maintenance fee for each additional item over 60 item limit.

4.5 Fax Notification.

Fax notification is purchased as a resource limit for the month fax notices are used in. This resource is the maximum resources you may use for the fee paid. The unused portion will not rollover into the following month.

5. Additional Usage.

If Client wishes to make any additional usage of any portion of the Work, Client agrees to seek permission from Tech One Illustration and make such payments as are agreed to between the parties at that time.

6. Expenses.

Client agrees to reimburse Tech One Illustration for the following expenses: Messengers, Models, Props, Travel, Rush Fees and Project related materials.

7. Payment.

Client agrees to pay Tech One Illustration within fourteen days of the date of Tech One Illustration's billing, which shall be dated as of the date of delivery of finished Work. In the event that work is postponed at the request of the Client, Tech One Illustration shall have the right to bill pro rata for the work completed through the date of that request, while reserving all other rights under this Agreement. Overdue payments shall be subject to a service fee of 1.5% monthly.

7.5. Invoicing.

All invoices generated will be distributed via the email address on account. It is up to the account holder to keep this information current and maintain access to the email address on account.

7.6 Late Payment.

Accounts that become delinquent for more than 30 days past payment due date will be suspended or terminated. Terminated accounts are deleted from the system. Accounts that have more than 3 late payments will be required to pay for service on a yearly basis and have a valid credit card on account.

7.7 Currency

All Currency is displayed in US dollars. All transactions are performed using US Dollars as the form of currency for any transaction be it

cash, check, or electronic funds. Electronic funds are understood to be, but not limited to Credit Card, PayPal or bank transfer.

8. Revisions.

Tech One Illustration shall be given the first opportunity to make any revisions requested by the Client. If the revisions are not due to any fault on the part of Tech One Illustration, an additional fee shall be charged. If Tech One Illustration objects to any revisions to be made by the Client, Tech One Illustration shall have the right to have their name removed from the published work.

9. Cancellation and Refunds

Hosting Plans: We reserve the right to cancel an account at any time. Customers may cancel at any time. Refund requests will be refunded on a prorated basis of any unused time to the nearest month.

Web Development, SSL Certificates, Search Engine Optimization, Seup Fees and Domain Registration: We do not offer refunds for these services. All sales are final.

Cancellation of packaged services by the Client, the following cancellation payment shall be paid by the Client: (A) Cancellation prior to the finished Work being completed: the greater of time and material up to date of cancellation or \$180.00; (B) Cancellation due to finished Work being unsatisfactory: the greater of time and material up to date of cancellation or \$180.00; and (C) Cancellation for any other reason after the finished Work is completed: the greater of time and material up to date of cancellation or \$180.00. In the event of cancellation, the Client shall also pay any expenses incurred by Tech One Illustration and Tech One Illustration shall own all rights in the Work. The billing upon cancellation shall be payable within fourteen days of Clients notification to stop work or the delivery of the finished work, whichever occurs sooner.

10. Permission and Releases.

The Client agrees to indemnify and hold harmless Tech One Illustration against any and all claims, costs, and expenses including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or no privacy release was requested or uses which exceed the uses allowed pursuant to a permission or release.

10.2 Third-party links, Banner Ads, and Vendor Lists

The Site contains links to third-party web sites, banner ads, vendor lists and other third-party materials that we do not own or control. We do not make any representation about any other Web site, advertisement,

or third-party entity to which you may learn about or access through this web site. When you access another web site or company, you do so at your own risk and we are not responsible for the accuracy or reliability of any information, opinions, statements or advice made on these sites or by these companies. A link to another web site or a listing of another company does not constitute an endorsement of that site or company, nor do we accept any responsibility for the content or uses of other web sites or companies.

10.5 Indemnification

The Client agrees that it shall defend, indemnify, save and hold us harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against us, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless any liabilities arising out of: (1) any injury to person or property caused by any products sold or otherwise distributed in connection with us; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Tech One Illustration's servers.

11. Responsibility of Errors & Omissions.

Due to the nature of Tech One Illustration's Work responsibility for errors & omissions resides with the Client. The Work is to be performed in accordance with sketches, reference materials, specifications and layouts provided by the Client and as negotiated at past meetings. It is the Client's responsibility to determine if the Work submitted is fit for the Client's particular use. This responsibility includes and is not limited to visual issues, grammar, spelling, mechanics, calculations, legal implications of content ... etc. All Work is delivered as is, as presented.

12. Limitation of Remedies.

In no way shall Tech One Illustration be liable for any damages beyond the scope of the Work contracted, consequential or otherwise. Tech One Illustration and its suppliers' entire liability and the Client's exclusive remedy shall be, at Tech One Illustration's option to repair or replace the Work contracted with like work or similar Work created by Tech One Illustration.

13. No Liability for Consequential Damages.

To the maximum extent permitted by applicable law, in no event shall Tech One Illustration or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, or any other pecuniary loss) arising out of the use of or inability to use the Work contracted.

13.5 Disclaimer

We will not be responsible for any damages your business may suffer. We make no warranties of any kind, expressed or implied for services we provide. We disclaim any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by us and our employees.

14. No Waiver.

If any provision of this agreement is deemed to be illegal or otherwise void, invalid, or unenforceable, such provision or part thereof shall be discarded and the remainder of this agreement without such provision or part thereof shall remain in full force and effect.

15. Arbitration.

All disputes arising under this Agreement shall be submitted to binding arbitration before a judge at the Will County Court House and settled in accordance with the rules of the American Arbitration Association. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. Disputes in which the amount at issue is less than \$2,500.00 shall not be subject to this arbitration provision.

16. Miscellany.

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding between the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. This Agreement shall be governed by the laws of the State of Illinois, USA.

17. Authorized Agent.

Both Client and Tech One Illustration hereby represent and warrant that they have been and are on the date of this agreement duly authorized by all necessary and appropriate action to execute and deliver this Agreement on behalf of themselves or their respective principal.

17.5. Restrictions To Packaged Services:

A packaged service is a service that bundles more than one service for a fee. A packed service is but is not limited to our Menu service. All packaged services are limited to creating the infrastructure for the client. Filling that infrastructure with content is the responsibility of the client. No packaged service will exceed 40 man hours of labor, unless given as part of a written estimate. Client agrees to pay overages, as they occur, that result from modifying any base package.

GRANT OF LICENSE.

This agreement grants you the following rights:

I. Software / Scripts . You may install and use one copy of the work, or in its place, any prior version for the same work, on a single computer or server. Work that uses web based technology is to be used on a single domain at anyone time unless other arrangement are made.

II. Storage/Network Use. You may also store or install a copy of the work on a storage device, such as a network server. However, you must acquire and dedicate a license for each separate computer on which the work is installed or run from the storage device. A license for the work may not be shared or used concurrently on different computers or servers.

III. Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the work, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

IV. Separation of Components. The work is licensed as a single product. Its component parts may not be separated for use on more than one computer or server.

V. Rental. You may not rent or lease the work.

VI. Transfer. You may permanently transfer all of your rights under this agreement, provided you retain no copies, you transfer all of the work (including all component parts, the media and printed materials, any upgrades and this agreement), and the recipient agrees to the terms of this agreement. If the work is an upgrade, any transfer must include all prior versions of the work.

18. Changes to the Terms and Conditions.

We reserve the right to revise our policies at any time without notice. Changes are periodically added to the information herein. These changes will be incorporated in new versions of this web site. We may make improvements and/or changes in the product(s), service(s), and/or the literature, information, text or content at any time.