

Flying Tigers Media (Planenutz Media, LLC)

Terms and Conditions Agreement

Flying Tigers Media (Planenutz Media, LLC) is a web design and development business located and licensed in Auburn, Alabama.

These Term and Conditions apply to every client or potential client therefore it is the client or potential client's sole responsibility to read and understand these Terms and Conditions.

A link to these Terms and Conditions is clearly placed on every page of our website in the footer.

Retainers

Retainers are due before work begins on a project and payment of the Retainer signifies the client or potential client agrees to the following:

- Retainer payment is non-refundable.
- Retainer payment does not guarantee work will be completed by any particular date.
- Retainer payment does not guarantee work by Flying Tigers Media (Planenutz Media, LLC) for client will meet any specific goals and objectives of client although we will do our best to meet their expectations.
- Flying Tigers Media (Planenutz Media, LLC) agrees after retainer is paid to focus on that client website and complete it in a timely manner.

Balance Due

Flying Tigers Media (Planenutz Media, LLC) shall receive Balance Due immediately after client website is launched publicly on the World Wide Web.

Failure to pay the Balance Due within 10 days of launch date may result in Flying Tigers Media (Planenutz Media, LLC) removal of their Intellectual Property from client server without prior notice other than this Terms and Conditions document.

Flying Tigers Media (Planenutz Media, LLC) **Intellectual property** includes but may not be limited to:

- Templates developed for client and owned by Flying Tigers Media (Planenutz Media, LLC).
- CSS Stylesheets unique to project developed by Flying Tigers Media (Planenutz Media, LLC).

- Photographs or other imagery provided by Flying Tigers Media (Planenutz Media, LLC) for client website.
- All customized PHP code developed for client website.

After Balance Due is Paid

Flying Tigers Media (Planenutz Media, LLC) may agree, at their discretion, to continue on the project for up to a 30 day Grace Period after public launch date on the World Wide Web. The purpose of this 30 Grace Period is limited to updates to content, photos, and general layout within parameters of the client template as launched. This does not include changing template.

Client agrees to indemnify, defend and hold Flying Tigers Media (Planenutz Media, LLC) and it's agents harmless from any loss, liability, claim, demand, damage, or expense (including any legal fees) asserted by any third party relating in any way to your use of their website developed by Flying Tigers Media (Planenutz Media, LLC) or breach of these Terms and Conditions. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations.

Arbitration

All claims and disputes arising under or relating to this Terms and Conditions Agreement are to be settled by binding arbitration in Lee County in the state of Alabama. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Web Development Standards and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.