

FORM AR-W-01: TERMS OF SERVICE

Parts of a Website: A Website can be divided into two parts. These two parts will be referred to in this Terms of Service and other places. These parts are the layout and the content. Generally speaking, the layout is the design of a Website. Layout is usually recurring throughout all the pages. It can include colors, banners, fonts, recurring images, and placement of items. Content is the information part of the site. It usually changes with each page and can be considered the "meat" of the site. Content can also include pictures, movies, and other forms of media.

Liability Release: Arasian is not responsible for the content of Websites that it creates, nor is it responsible for any copyright infringement on the part of the customer. Arasian reserves the right to refuse service to anyone for any reason. Arasian is not responsible for damage to, loss of, or "leaking" of data. Arasian is not responsible for data lost from a malfunctioning site or malfunctioning hardware.

Prices: Prices listed are subject to change. Prices may differ with the complexity of each Website requested.

Payment: Once you have received a price quote and choose to order, 50% of the total cost is due at the start of the Website. Your Website will show up to visitors as only a "Coming Soon" page. If you log in from MyArasian, you will be able to view your Website as it is being constructed. Once you are satisfied with your Website, you can declare it as "complete" and all visitors will be able to view it. An additional 25% of payment is due upon declaration of completion. From that point you will have 15 days to request changes to your Website. If the remaining payment has not been received within 30 days of the declaration of completion, a reversible self destruct script may be run. Arasian is not responsible for data lost as a result of an execution of the self destruct script.

Copyrights: Unless otherwise requested, Arasian retains ownership of the layout of a site (previously defined). Layout images containing previously copyrighted materials are exceptions.

Photographs: All photographs taken by Arasian remain the property of Arasian. All models have signed a model release form. Photographs created for other sites remain the property of Arasian and are governed under the terms set forth in this Terms of Service and the Model Release.

Adult Content: Applicants for and participants in adult content websites must be 18 years of age or older. Arasian models may not be employed in the creation of adult content websites.

Other Terms of Service: Other terms of service set forth by companies Arasian subcontracts will also apply, notably Plex 6's Hosting Policy.

Construction Wrapper (If Enabled): If this has been applied, visitors to your website who are not you will only see the "Coming Soon" page. You will be able to navigate your website normally. Once you declare your website complete (all aspects meet your expectations), the construction wrapper will be removed and your website will go live.

15 Day Warranty: Once your website has been declared complete, you will have 15 days to request any changes that need to be made both to the content and the layout of your website.

Self Destruct Script (If Enabled): Some websites may have a self-destruct script. If payment is not received within 30 days of the declaration of completion, the self destruct script will be run and your site will no longer be accessible. The self destruct script can be reversed once payment is received.