

Our Policies

Listings Service Agreement Standard Terms and Conditions

THIS IS A LEGALLY-BINDING AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY.

Acknowledgment & Acceptance of Agreement

This Listings Service Agreement (along with all other applicable terms and conditions, including, without limitation, the LadyLakeWebDesign.com Terms of Use, the Code of Conduct and the Editorial Guidelines, which are hereby incorporated by reference in this 'Agreement') is made and entered into by LadyLakeWebDesign.com and the business entity identified by you when registering and accepting this Agreement (the 'Advertiser' or 'you') by clicking on an 'I Accept' button or similar button or link, where such action is identified as having the effect of accepting this Agreement. You acknowledge, represent and warrant that you are authorized to enter into this Agreement on behalf of the Advertiser, that your Acceptance of this Agreement has the effect of making the Advertiser a party bound to this Agreement, and that the information submitted by you to LadyLakeWebDesign.com, via online forms or otherwise, is and will continue to be authentic and correct.

Pursuant to this Agreement, Advertiser submits business Business Listing(s) and/or link(s) to, its web site(s) for inclusion on LadyLakeWebDesign.com's web site. The terms and conditions applicable are set forth below.

Basic inclusion of a website title, description and URL ('Business Listing') on the Business.com site are sold on an inclusion basis for a one time, non-refundable setup fee and an annual renewal fee. THE SETUP FEE IS IN CONSIDERATION FOR LadyLakeWebDesign.com'S EDITORIAL REVIEW OF THE BUSINESS LISTING SUBMISSION AND IS THEREFORE NON-REFUNDABLE, EVEN IN THE EVENT THAT BUSINESS.COM DECLINES TO INCLUDE ADVERTISER'S BUSINESS LISTING.

LadyLakeWebDesign.com may, in its sole discretion, change the setup or annual renewal fee at any time.

Following submission by Advertiser of a Business Listing submission form, LadyLakeWebDesign.com will review the Business Listing entry containing the information submitted by Advertiser regarding its website, to determine whether Advertiser's Business Listing entry and applicable web site is eligible for inclusion in LadyLakeWebDesign.com. Within five (5) business days from the date the Business Listing submission form is received by LadyLakeWebDesign.com, LadyLakeWebDesign.com will review Advertiser's Business Listing entry inclusion to determine whether it is eligible for inclusion in LadyLakeWebDesign.com.

Notification of Changes

LadyLakeWebDesign.com may, at any time in its sole discretion, change the terms of this Agreement. Modifications may include, without limitation, increases to the annual fees charged for the Listing Services. Whenever LadyLakeWebDesign.com changes this Agreement, it will post those changes to its Web Site and will update the 'Last Updated' date

at the bottom of this Agreement. The revised terms will become effective on the date LadyLakeWebDesign.com posts such changes to its Web Site, except annual fee increases will become effective at the time your annual Agreement automatically renews. It is your obligation to check this Agreement regularly to ensure you are updated as to any changes. Without limiting the foregoing, if LadyLakeWebDesign.com determines in its sole discretion that the modification is material, it will notify you electronically via the email address associated with each account. If any modification to this Agreement is not acceptable to you, your only remedy is to notify LadyLakeWebDesign.com of your election not to renew your Agreement, as provided in Section 3 below.

Term of Agreement

LadyLakeWebDesign.com may, at any time in its sole discretion, with or without cause, terminate this Agreement and/or cancel any listings or links submitted under this Agreement. **Auto-Renewal:** Advertiser's 2. Business Listing subscription will be automatically renewed for successive one-year terms, unless Advertiser notifies LadyLakeWebDesign.com by sending an email with the words 'CANCELLATION' in the subject line to info@LadyLakeWebDesign.com. Advertiser shall deliver such notice at least thirty (30) days prior to the commencement of the next renewal term. If LadyLakeWebDesign.com is unable to process Advertiser's credit card payment because the credit card has expired or is otherwise invalid, then LadyLakeWebDesign.com may contact Advertiser to obtain payment information and/or cancel Advertiser's subscription and/or run the credit card with updated expiration date.

The cost of the renewed Listing will be the then-current standard rate. Advertiser's credit card will be charged the non-refundable renewal fee in accordance with the terms of this Agreement.

Service Fees and Payment Terms

Advertiser agrees to pay all applicable charges under this Agreement, including any applicable taxes or charges imposed by any government entity. If Advertiser disputes any charge made under this Agreement, Advertiser must notify LadyLakeWebDesign.com in writing within sixty (60) days after any such charge; failure to so notify Business.com shall result in the waiver by Advertiser of any claim relating to any such disputed charge. Charges shall be calculated solely based on records maintained by LadyLakeWebDesign.com. No other measurements or statistics of any kind shall be accepted by LadyLakeWebDesign.com or have any effect under this Agreement.

Fees: Advertiser agrees to pay all applicable charges under this Agreement, including any applicable taxes or charges imposed by any government entity. If Advertiser disputes any charge made under this Agreement, Advertiser must notify LadyLakeWebDesign.com by sending a detailed notice of dispute to LadyLakewebdesign.com via email at: business@LadyLakeWebDesign.com within ten (10) days of the charge; failure to so notify LadyLakeWebDesign.com shall result in the waiver by Advertiser of any claim relating to any such disputed charge. Charges shall be calculated solely based on records maintained by LadyLakeWebDesign.com. No other measurements or statistics of any kind shall be accepted by Business.com or have any effect under this Agreement. All payments made under this Agreement are non-refundable.

Late Payments: Any charges which are past due by more than thirty (30) days shall bear interest at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, and Advertiser shall reimburse LadyLakeWebDesign.com for any costs and fees (including attorneys' fees) incurred by LadyLakeWebDesign.com in an effort to collect any amount due hereunder.

Disputes: If Advertiser has any questions or objections regarding charges to its credit card, it must promptly (within 30 days) notify LadyLakeWebDesign.com in writing (including electronic mail) and make a reasonable and good faith effort to resolve its objection before it disputes the charge with the credit card processing company. Such notice must identify the amount in dispute and must provide in reasonable detail the basis for disagreement with any charges. If (a) Advertiser fails to comply with these requirements BEFORE filing a dispute with the credit card processing company, or (b) advertiser files a dispute with the credit card processing company that is not in good faith, Advertiser will be in material breach of this Agreement and LadyLakeWebDesign.com will be entitled to liquidated damages calculated as follows in addition to any equitable remedies available to it. Liquidated damages may include but not be limited to: all fees accrued up to the termination of this Agreement, plus attorney fees and costs, plus late fees on the foregoing at the legal rate of interest. For purposes of this paragraph, disputing payment because of inability to pay or because of Advertiser's failure to submit a proper notice of non-renewal by the applicable date shall not be considered to be a good faith dispute.

Payment Method: To maintain a Listing account with Business.com, Advertiser must maintain a valid Visa, MasterCard or American Express credit card number on file with us. Advertiser's credit card will be charged upon submission and renewal of a Listing pursuant to Section 6 below. Listing accounts are renewed on an annual basis as set forth in Section 6. Advertisers are generally required to pay for Listings by the credit card method.

Editorial Standards and Requirements

Advertiser's Listing entries are written by LadyLakeWebDesign.com, or written by Advertiser subject to LadyLakeWebDesign.com's approval. Advertiser agrees to be bound by and follow the Business.com editorial standards as described in LadyLakeWebDesign.com's Editorial Guidelines. Advertiser's submissions to the LadyLakeWebDesign.com site will be subject to Business.com editorial review, modification and/or removal in LadyLakeWebDesign.com's sole discretion. LadyLakeWebDesign.com reserves the right, but not the obligation, to review Advertiser submissions.

ADVERTISER REPRESENTS AND WARRANTS THAT ITS LISTINGS, LINKS AND SUBMISSIONS TO THE LadyLakeWebDesign.com SITE DO NOT, AND WILL NOT INCLUDE CONTENT, OR LINKS TO CONTENT, WHICH MAY RESULT IN A CLAIM AGAINST, OR CIVIL OR CRIMINAL LIABILITY TO, BUSINESS.COM OR THAT OTHERWISE VIOLATES APPLICABLE LAW OR THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTENT THAT IS FRAUDULENT, DECEPTIVE, LIBELOUS, DEFAMATORY, OBSCENE, PORNOGRAPHIC, ADULT-THEMED, INFRINGING OR THAT VIOLATES THE PRIVACY, PUBLICITY OR ANY OTHER RIGHT(S) OF A THIRD PARTY. ADVERTISER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LEESBURGFLWEBDSIGN.COM AND ITS AFFILIATES AND PARTNERS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, AGENTS,

LICENSEES AND EMPLOYEES, FROM AND AGAINST ALL THIRD PARTY CLAIMS, ACTIONS, LIABILITIES, LOSSES, EXPENSES, DAMAGES, AND COSTS INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES (COLLECTIVELY, 'LOSSES') THAT MAY AT ANY TIME BE INCURRED AS A RESULT OF ANY THIRD PARTY CLAIMS, SUITS OR PROCEEDINGS: (A) ARISING OUT OF ANY BREACH BY ADVERTISER OF ANY DUTY, REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT; OR (B) ARISING FROM THE CONTENT OR SUBJECT MATTER OF ANY ADVERTISER LISTING, LINK, SUBMISSION OR CONTENT OF SITES TO WHICH VISITORS CAN LINK THROUGH ADVERTISER'S LINKS OR LISTINGS. OrlandoWebdevelopment.COM RETAINS COMPLETE EDITORIAL DISCRETION WITH RESPECT TO ALL LISTINGS AND LINKS, INCLUDING, WITHOUT LIMITATION, REGARDING THE SELECTION, PLACEMENT, KEYWORDS, TITLE, DESCRIPTIONS AND MULTILINKS.

Security

LadyLakeWebDesign.com endeavors to protect the security of Advertiser's payment information during transmission by using Secure Sockets Layer ('SSL') when receiving payment information through the LadyLakeWebDesign.com website. It is important for Advertiser to protect against unauthorized access to your password and your computer. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and Advertiser agrees to accept full responsibility for all activities conducted using Advertiser's account on LadyLakeWebDesign.com.

Registration Information

In connection with the Listing program, Advertiser is required to submit registration information. LadyLakeWebDesign.com may use such information to contact Advertiser regarding its listings and links. LadyLakeWebDesign.com may disclose such information to its third party vendors and service providers in connection with conducting its business and providing and maintaining its site, and, in addition, in the good faith belief that such disclosure is reasonably necessary to (a) comply with the law or legal process; (b) enforce this Agreement; or (c) protect the rights or interests of LadyLakeWebDesign.com, its affiliates or related parties. Notwithstanding anything to the contrary herein, LadyLakeWebDesign.com may transfer, sell or assign such information to third parties as a result of a merger, consolidation or combination of LadyLakeWebDesign.com with another entity.

License

Advertiser hereby grants to LadyLakeWebDesign.com a worldwide, limited, non-exclusive, non-transferable, royalty-free license to: (i) reproduce, distribute, transmit, display, perform, download, cache, store on its servers, and otherwise use Advertiser's listings and submissions, and any portion thereof, including, without limitation, the trademarks, trade names, service marks and logos set forth therein, or as otherwise specified in writing by Advertiser (collectively the 'Advertiser Marks'), for purposes of providing the services covered by this Agreement; and (ii) incorporate in LadyLakeWebDesign.com's sites links provided by Advertiser as part of its listings and submissions.

Warranty Disclaimer

NEITHER LadyLakeWebDesign.com NOR ITS SUPPLIERS OR VENDORS MAKE ANY WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), GUARANTIES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE. LadyLakeWebDesign.com'S OBLIGATIONS UNDER THIS AGREEMENT ARE SUBJECT TO DELAYS CAUSED BY WAR, TERRORISM, ACT OF GOD, EMBARGOES, OR ANY OTHER CIRCUMSTANCES BEYOND LadyLakeWebDesign.com'S REASONABLE CONTROL. ADVERTISER ACKNOWLEDGES THAT LadyLakeWebDesign.com'S SITE IS OPERATED ON AN 'AS IS', 'AS AVAILABLE' BASIS, AND THAT NEITHER LadyLakeWebDesign.com NOR ITS SUPPLIERS OR VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE PLACEMENT OF LISTINGS OR LINKS OR THE PERFORMANCE OR SECURITY OF ITS WEB SITE OR SERVICES.

Limitation of Liability

IN NO EVENT SHALL LadyLakeWebDesign.com OR ANY OF ITS SUPPLIERS, VENDORS OR AFFILIATES BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOST OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND REGARDLESS OF THE CAUSE OF ACTION UPON WHICH ANY SUCH CLAIM IS BASED. IN NO EVENT SHALL LadyLakeWebDesign.com'S LIABILITY FOR ANY REASON WHATSOEVER EXCEED THE FEES PAID TO BUSINESS.COM BY ADVERTISER UNDER THIS AGREEMENT DURING THE SIX MONTH PERIOD PRIOR TO THE TIME THE APPLICABLE CLAIM ACCRUED.

Privacy

In no event shall Advertiser collect, or cause or permit the collection of, any Personal Information (as defined in our **Privacy Statement**).

Reservation of Rights

Advertiser agrees that LadyLakeWebDesign.com retains all right, title and interest in and to LadyLakeWebDesign.com's technology, services and other intellectual property rights. Advertiser agrees that it will not **reproduce, distribute**, alter, modify, copy, edit, format, create derivative works of or otherwise use any materials, content or technology provided by LadyLakeWebDesign.com, except as explicitly provided herein or approved in advance in writing by LadyLakeWebDesign.com.

Miscellaneous

LadyLakeWebDesign.com reserves the right, in its sole discretion, to (i) remove Advertiser's Listing and/or cancel Advertiser's account for any reason or no reason; (ii) change the fees for

Listing; (iii) change the procedures or rules for obtaining or maintaining a Listing; (iv) alter the content or other aspect of any Listing; and (v) discontinue Listing and/or the LadyLakeWebDesign.com Directory or website. Payment of Advertiser's fee will not guarantee that Advertiser's listing(s), link(s) and/or account will remain on the LadyLakeWebDesign.com Directory or website if Advertiser or Advertiser's listing is deemed to be in violation of any term or condition of this Agreement. Upon any termination or expiration of this Agreement, Advertiser shall promptly pay Business.com all moneys due hereunder.

Receipt times of all submissions, notices and other correspondences and transactions via the Business.com site are measured based on receipt by LadyLakeWebDesign.com's servers. This Agreement: (a) shall be governed by and construed in accordance with, the laws of the State of Florida, without giving effect to principles of conflicts of law; (b) constitutes the complete and entire expression of the agreement between the parties with respect to the subject matter hereof; and (c) shall supersede any and all other agreements, whether written or oral, between the parties, including, without limitation, any print, online and electronic promotional materials.

All waivers hereunder by LadyLakeWebDesign.com must be expressly made in writing. Should any provision of this contract be held to be void, invalid, or inoperative, such provision shall be modified to reflect the fullest enforceable intent of the parties, or if such modification is not possible, severed, and the remaining provisions of this contract shall not be affected and shall continue in full force and effect.

Exclusive venue for all disputes arising out of or related to this Agreement shall be the state and federal courts located in Lake County, Florida and each party hereby irrevocably consents thereto.

Any rights or obligations hereunder may not be transferred or assigned by Advertiser without the prior written consent of LadyLakeWebDesign.com. LadyLakeWebDesign.com may freely assign and delegate the Agreement and any of its rights and obligations hereunder.