

## DATABASE DESIGNS BY MONIQUE CHERIE: TERMS AND CONDITIONS

Our quotes are budgetary pricing for your project based on the assumptions outlined in the consultation/meeting. Variations in the actual design will affect invoice amount.

Any increase in the Scope of Services for this project will result in a reassessment of time, resources, and adjustment of proposed fees.

DATABASE DESIGNS BY MONIQUE CHERIE invoices at the end of each month for work completed and delivered during the month. DATABASE DESIGNS BY MONIQUE CHERIE's standard terms are net 30 days. All invoices are due for payment in full and without deduction within thirty (30) days of the date of invoice. VISA, MasterCard, and American Express are also accepted via PayPal. For orders on DATABASE DESIGNS BY MONIQUE CHERIE's website, all payments shall be made upfront and via the methods offered on Our website or as specified in the Order Form. All invoices will be issued and sent to you unless the parties agree to a change in the services in which case the invoice will reflect the change in the service. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount will be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property, and employees.

The estimates are intended for budgetary purposes – DATABASE DESIGNS BY MONIQUE CHERIE invoices the client for actual completed and delivered products and/or services.

Upon approval, DATABASE DESIGNS BY MONIQUE CHERIE's project team will review the implementation calendar and work with the client to determine a mutually agreed upon project start date. Once the scope of the project is finalized, project timeframes will be delivered. If You or Your Users provide Us with any suggestions, enhancement requests, recommendations or other feedback relating to the operation of the Services ("Feedback"), you hereby agree that we will own all such Feedback and you hereby assign to us, for no additional consideration, all right, title and interest in and to the Feedback.

We are not responsible for the misuse of items or technical issues with Microsoft or Google products. Design of data is exclusively owned by DATABASE DESIGNS BY MONIQUE CHERIE. Therefore, consultation and designs do not imply a partnership or shared ownership of any resulting designs. New released or enhancements of the Microsoft or Google software is the responsibility of the client. The client shall hold and save DATABASE DESIGNS BY MONIQUE CHERIE free and harmless from liability of any nature or kind arising from any use, trespass, or damages occasioned by his/her operations of the database or by use of the database by a third party. DATABASE DESIGNS BY MONIQUE CHERIE does not offer any implied or express warranty. The instructions and product design is provided "as is" without warranty of any kind,

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express or implied, including but not limited to warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, currentness, and delays. Clients agree that outputs from the DATABASE DESIGNS BY MONIQUE CHERIE will not under any circumstances, be considered legal or professional advice and are not meant to replace the experience and sound professional judgment of professional advisors. DATABASE DESIGNS BY MONIQUE CHERIE will not be responsible to the extent that the Software fails to perform due to one or more of the following: (1) the malfunction of software not provided by DATABASE DESIGNS BY MONIQUE CHERIE (2) the malfunction of hardware, (3) Customer's negligence or fault, (4) Customer's failure to follow the instructions set forth in the instructional video, (5) material changes in the operating environment not authorized by DATABASE DESIGNS BY MONIQUE CHERIE, (6) modifications to or changes in the Software not made or suggested by DATABASE DESIGNS BY MONIQUE CHERIE or (7) Customer's failure to implement and maintain a proper and adequate backup and recovery system for the Software and associated files. If DATABASE DESIGNS BY MONIQUE CHERIE discovers that a failure is caused by one of the above, DATABASE DESIGNS BY MONIQUE CHERIE reserves the right to charge the client for its work in investigating such failure. At the client's request and at a fee to be agreed upon, DATABASE DESIGNS BY MONIQUE CHERIE will thereafter assist the client in resolving such failure. It is the client's responsibility to develop and implement a proper and adequate backup and recovery system.

Force Majeure: DATABASE DESIGNS BY MONIQUE CHERIE shall not be liable for any delay or failure in performing hereunder if caused by factors beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, failure of telecommunications or Internet services, industrial or labour dispute, inability to obtain necessary supplies and the like.

Installation of all hardware and supporting software so that minimum configuration requirements for installation of the Software are met is the responsibility of Customer and installation of the Software shall also be the responsibility of Customer. A training video is included with the purchase. However, if additional training is requested, one training session is offered at a cost determined by DATABASE DESIGNS BY MONIQUE CHERIE and includes a range of methods including Google Hangouts and telephone sessions. The one training session must be used within the first two months from the date of purchase. The client should contact DATABASE DESIGNS BY MONIQUE CHERIE to arrange mutually agreeable methods, date and time.

If any invoiced amount is not received by Us by the due date, We reserve the right to charge interest on the overdue amount at the maximum rate permitted by applicable law, but not exceeding 18% p.a., and pursue any other rights or remedies available to Us. Except as provided below, neither party may make any public announcement or press release about the terms of the Agreement without the other party's prior written approval and consent, not to be unreasonably withheld. By agreeing to the service you hereby grant us the right to mention

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You as Our customer and include Your logo in Our marketing materials. If any provision or part of a provision in the Agreement is held to be illegal, invalid, or unenforceable by a court (or other decision-making authority) or competent jurisdiction, then the remainder of the provision will be enforced so as to effect the intention of the parties, and the validity and enforceability of all other provisions in the Agreement will not be affected or impaired. The parties hereto agree that all disputes including actions in court shall be brought in the State of Arizona and will be determined under Arizona law.

By visiting [www.ddbymoniquecherie.com](http://www.ddbymoniquecherie.com) or using the DATABASE DESIGNS BY MONIQUE CHERIE services, you are accepting the practices described in this Privacy Notice paragraph. Your data and unique corporate information will not be shared with other customers or clients. Our website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information. We request information from you on our order form. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

When purchasing a customized database, a free trial period is offered for 30 days that will commence on the date the database is received by the customer. The free trial shall last for a period of 30 days only. After the 30 days free trial, the customer will be invoiced according to the aforementioned invoice terms and conditions. Customers not satisfied with the database designs must cancel trial by emailing DATABASE DESIGNS BY MONIQUE CHERIE. Upon cancellation, the Customer must refrain from using the database offered during the trial period. The customer shall not share the database with a third party. DATABASE DESIGNS BY MONIQUE CHERIE reserves the right to remove or cancel the free trial offer at any time. DATABASE DESIGNS BY MONIQUE CHERIE reserves the right to change the features of the free trial offer at any time. DATABASE DESIGNS BY MONIQUE CHERIE Terms and Conditions apply.

The customer shall not share the database with a third party without written authorization from DATABASE DESIGNS BY MONIQUE CHERIE.

The provisions of this Agreement that by their nature would survive its termination will survive indefinitely.

THE AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF OUR DATABASE DESIGNS BY MONIQUE CHERIE, SERVICES, AND DOCUMENTATION. BY EXECUTING AN ORDER FORM (MANUALLY OR SUBMITTING ELECTRONICALLY THE ORDER FORM ON OUR WEBSITE) WHICH REFERENCES THESE TERMS, YOU AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT. IF YOU ARE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT

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ENTITY TO THE AGREEMENT, IN WHICH CASE THE TERMS "YOU" AND "YOUR" SHALL REFER TO THAT ENTITY.