

Website Development and Corporate General Release of Liability Agreement

Effective Date: March 25, 2025

Parties:

- **Releasor:** You, the Client, the Website Viewer, or the Individual who selected the Agreement checkbox ("Releasor").
- **Releasee:** QNE LLC, a limited liability company in Oregon ("Releasee").

Preamble: This Website Development and General Release of Liability Agreement ("Agreement") is executed by and between the Releasor and the Releasee to govern the provision of website development services and to irrevocably release the Releasee from specified liabilities. The Releasor is encouraged to review all terms, provide content promptly as requested, and adhere to timelines to ensure efficient service delivery.

Article 0: Definitions

0.1 **Key Terms.** For purposes of this Agreement:

- a. "Services" means website development, maintenance, and all services provided by the Releasee.
- b. "Content" means all text, images, and materials provided by the Releasor for use in the Website.
- c. "Website" means the online platform.
- d. "Third-Party Materials" means software, images, add-ons, plugins, or other resources licensed from third parties.
- e. "AI Tools" means third-party generative artificial intelligence tools used to process Input and generate Output.
- f. "Input" means Releasor-provided content processed by AI Tools.
- g. "Output" means content generated by AI Tools for use on the Website.

Article 1: Terms and Conditions of Service

1.1 Scope of Release. In consideration of the Services provided by the Releasee, the sufficiency of which is hereby acknowledged, the Releasor irrevocably releases and forever discharges the Releasee from:

- a. All liability for the creation, maintenance, and publishing of the Website.
- b. All liability for the content of emails sent or received using Releasee-provided email services, including any responsibility for loss of emails or business resulting from undelivered or unnoticed emails.
- c. All liability for potential unintentional plagiarism, copyright, and/or trademark infringement arising from Releasor-provided Content.
- d. All liability for the misuse or misinterpretation of Content published on the Website, false marketing, or advertising violations.

1.2 Releasor's Content Responsibility. The Releasor assumes full responsibility and liability for all Content published on the Website. The Releasee solely publishes Content as instructed by the Releasor, and the Releasor acknowledges, understands, and accepts the obligation to revise the Website for potential issues and/or violations of state, local, and federal laws, copyrights, and trademarks.

Article 2: Intellectual Property Obligations

2.1 No Duty to Validate. The Releasor acknowledges that the Releasee has no obligation or duty to perform trademark, service mark, or copyright searches or inquiries to validate the propriety or legality of the Website. The Releasee makes no representations, warranties, or guarantees regarding potential infringement of third-party intellectual property rights. The Releasor is solely responsible for conducting independent searches regarding the Website.

2.2 No Assistance in Protection. The Releasor further acknowledges that the Releasee has no responsibility or obligation to assist in seeking state, federal, country, or international intellectual property protection, nor shall the Releasee assist in procuring or perfecting such rights in the Website.

Article 3: Content Evaluation and Design

3.1 Content Risk Assumption. The Releasor agrees to evaluate and bear all risks associated with the use of any Content, including reliance on its accuracy, completeness, or usefulness. The Releasee may utilize AI Tools to process Input and generate Output for the Website. The Releasor is responsible for reviewing the Output to ensure compliance with content restrictions, trademarks, and copyright laws.

3.2 Design and Licensing. The Releasee may purchase website design licenses under the GNU General Public License or create the Website without templates or purchased designs upon request. The Releasor accepts full responsibility to ensure the Website design is not already licensed prior to copyrighting, trademarking, or otherwise protecting the Website.

Article 4: Service Provision and Expectations

4.1 Performance Standards. The Releasee strives to provide Services meeting the Releasor's expectations but does not guarantee fulfillment of unreasonable requests or those beyond the scope of purchased Services. The Releasor agrees that all requests shall be reasonable and within the scope of Services purchased.

4.2 Timely Cooperation. Completion of Services is contingent upon the Releasor's timely feedback and approval as a condition precedent. The Releasee shall not be liable for additional fees, time, or expenses incurred due to delays caused by the Releasor's lack of or untimely response, feedback, or approval, including failure to initiate the design process.

4.3 Delay Penalties. If the Releasor fails to respond or provide necessary Content, feedback, or approvals within seven (7) calendar days of a request, the Releasee reserves the right to charge additional fees for project delays, extended timelines, or any resultant additional work.

Article 5: Restrictions and Compliance

5.1 Content Restrictions. The Releasee reserves the right, in its sole discretion, to refuse any direction to create a Website containing tasteless images, copyrighted or trademarked materials of others, Content infringing third-party intellectual property rights, or material that harasses, defames, slanders, promotes terrorism, contains illegal Content, or is otherwise objectionable.

5.2 Service Restrictions. The Releasor is strictly prohibited from using Releasee Services for:

- a. Displaying or advertising pornographic, tasteless, or offensive materials, descriptions, images, products, or services.
- b. Selling or promoting stolen or illegal items, or facilitating or instructing others in illegal activities.
- c. Selling or promoting products infringing third-party rights (e.g., copyrights, trademarks) or counterfeit goods mimicking genuine products.
- d. Selling or promoting controlled substances, illegal drugs (including prescription drugs), manufacturing items, or drug paraphernalia.
- e. Selling or promoting recalled products, Content related to threatened or extinct species, gambling, or Content exploiting natural disasters, conflicts, deaths, or tragic events (exceptions for assistance-based businesses, e.g., insurance).
- f. Promoting hatred, discrimination, intimidation, exploitation, humiliation, violence, gruesome imagery, physical trauma, bodily fluids/waste (exceptions for medical purposes), or obscene/profane Content likely to shock or scare.

5.3 Product Restrictions. The Releasor shall not use Services to build Websites selling:

- a. Alcoholic beverages.
- b. Vaporizers, marijuana, tobacco products.
- c. Guns, gun parts, or weapons.
- d. Non-prescription or prescription pharmaceutical substances.
- e. Explosives or similar products.

5.4 Design Service Restrictions. The Releasee restricts promotion of:

- a. Alcoholic beverages.
- b. Knives, except for legal uses (e.g., defense, collection, kitchen, recreation, sport).
- c. Explosive products, except simple fireworks or model rockets.
- d. Guns/weapons, except for legal use.
- e. Pharmaceuticals, except those compliant with local laws and standards.

- f. Political Content, except where compliant with guidelines.
- g. Tobacco, except for quitting promotion.

The Releasee reserves the right to refuse service to anyone.

5.5 Legal Compliance. The Releasor is solely responsible for ensuring Website Content and products comply with all applicable laws and regulations.

5.6 Consumer Responsibilities. The Releasor acknowledges sole responsibility for compliance with laws, taxes, fees, customer service, fulfillment, delivery, and visibility of terms/policies. The Releasee may suspend or remove the Website for violations without liability.

5.7 Content Legality Determination. The Releasee reserves the right, in its sole discretion, to determine whether Website Content or product sales are illegal or prohibited.

Article 6: Third-Party Materials and Software

6.1 Utilization of Third-Party Resources. The Releasee may, at its discretion, incorporate Third-Party Materials into the Website as part of the Services. Such Third-Party Materials include photographs, illustrations, or other images (“Images”) and/or software, widgets, add-ons, plug-ins, or other applications (“Software”) developed, owned, or licensed by third-party providers. The Releasor’s use of these Images and Software is governed by the applicable third-party license agreements, which supplement and do not replace the terms and conditions of this Agreement. The Releasor expressly acknowledges and agrees that:

- a. The Images and Software are not sold, transferred, or distributed to the Releasor in any manner; rather, they remain the property of the Releasee or the third-party licensors, and the Releasor is granted only a limited, non-exclusive right to use them solely in connection with the Services provided under this Agreement.
- b. The Releasor may utilize the Images and Software exclusively as an integrated component of the Services and for no other purpose.
- c. The Releasor shall not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices embedded in or displayed on the Images or Software.

d. The Releasor is prohibited from modifying, reverse-engineering, decompiling, disassembling, reverse-compiling, creating derivative works from, or attempting to derive the source code of the Images or Software.

6.2 Maintenance Obligations. The Releasee shall have no responsibility for the ongoing maintenance or updates of Third-Party Materials incorporated into the Website after the initial build, unless the Releasor specifically requests such maintenance and agrees to applicable price adjustments. The Releasor bears sole responsibility for ensuring that Third-Party Materials remain current, operational, and compliant with any associated licensing requirements, including payment of any requisite fees to third-party providers.

6.3 Modifications to Third-Party Materials. The Releasee reserves the right to modify, replace, or discontinue the use of Third-Party Materials at any time, in its sole discretion. The Releasor agrees to cooperate fully with any actions required to implement such changes. The Releasee may disclose the Releasor's personal information to third-party providers as necessary to facilitate the provision or modification of Third-Party Materials.

6.4 Disclaimer of Warranties. The Releasee makes no representations, warranties, or guarantees, express or implied, regarding the performance, functionality, or suitability of Third-Party Materials, and expressly disclaims all liability related to their use or failure.

6.5 Indemnification for Third-Party Claims. The Releasor shall defend, indemnify, and hold harmless the Releasee from and against any and all claims, damages, losses, or liabilities arising directly or indirectly from the Releasor's use or misuse of Third-Party Materials, including but not limited to violations of third-party license terms or intellectual property rights.

Article 7: Payment, Termination, and Account Management

7.1 Subscription and Payment. Services, including free products, depend on the Releasor's active subscription. Failure to maintain good standing terminates Services without refund. Billing begins at a 20% discount upon signing, with full billing upon Website publication. Invoices shall be issued monthly, due within fifteen (15) days of receipt. Late payments incur a fee of 1.5% per month on the outstanding balance, plus reasonable collection and legal fees incurred by the Releasee. The Releasor shall pay all amounts owed in full.

7.2 Termination Conditions. Either party may terminate this Agreement with thirty (30) days' written notice, subject to the conditions herein. The Releasee may terminate immediately without notice, in its sole discretion and without liability, if the Releasor:

a. Fails to complete the initial interview or submit Content within six (6) months.

- b. Fails to provide requested Content, feedback, or approval within thirty (30) days.
- c. Breaches payment or Content obligations.

Refunds depend on time elapsed and project status.

7.3 Service Fees Responsibility. Failure to pay fees or bills cancels Services. One-time project fees are non-refundable, and the Releasor remains liable for work performed pre-cancellation.

7.4 Account Cancellation. The Releasor is responsible for canceling the account via phone, email, or everythingqne.com.

Article 8: Additional Provisions

8.1 Content Submission. Post-consultation, the Releasor shall provide necessary Content for the initial Website build. Construction begins upon Content approval.

8.2 Liability for Submitted Materials. The Releasor shall maintain independent backups of submitted materials; the Releasee disclaims liability for loss, damage, or destruction thereof.

8.3 License Grant. The Releasor grants the Releasee an unrestricted license to use submitted Content for Website creation and to display screenshots in marketing or other contexts.

8.4 Intellectual Property Rights. No rights or licenses under copyrights, trademarks, or patents are granted unless specified. The Releasee reserves all unexpressed rights.

8.5 Grant of Rights and Licenses. The Releasor hereby grants to the Releasee, its vendors, and subcontractors all necessary rights and licenses with respect to the Website created by the Releasee to perform and fulfill all obligations under this Agreement. This grant includes, without limitation, the right to use, modify, and maintain the Website as required to deliver the Services. Additionally, the Releasee may, at its sole discretion but without obligation, create a reasonable number of archival or backup copies of the Website.

8.6 Releasor Responsibilities. The Releasor shall:

- a. Provide all requested information and images.
- b. Promptly request Website changes or cancellation.

- c. Obtain Internet connectivity.
- d. Ensure material accuracy.
- e. Respond promptly to requests.
- f. Maintain backups.
- g. Follow provided timelines.

If no response is received for sixty (60) days, the project is “abandoned,” and the Releasee may charge fees for missed consultations or reinstatement after thirty (30) days of non-response.

8.7 Hacking Disclaimer. The Releasee disclaims liability for hacking or customer misuse. The Releasor must obtain cybersecurity insurance.

8.8 Electronic Communication. Electronic communications satisfy legal writing requirements.

8.9 SEO and Rankings. The Releasor acknowledges that Website updates may impact SEO and rankings, with no guarantees from the Releasee. The Releasor assumes responsibility for SEO consequences.

8.10 Email Compliance. The Releasee is not liable for email Content sent via its Services. The Releasor must comply with U.S. guidelines, and unsolicited emails may lead to termination.

8.11 Agreement Updates. The Releasee may modify this Agreement or pricing, with notice via email. Continued use constitutes acceptance; discontinuation is required if terms are rejected.

8.12 Disclaimer of Endorsement. The Releasee does not endorse Websites built using its Services and disclaims liability therefor.

8.13 Indemnification. The Releasor shall defend, indemnify, and hold harmless the Releasee from all claims, damages, or liabilities arising from the Releasor’s Content, use of Services, Third-Party Materials, email activities, or subcontracted Services.

Article 9: Full Release and Settlement

9.1 Comprehensive Discharge. In consideration of this Agreement, the Releasor hereby releases and forever discharges the Releasee, its agents, employees, successors, assigns, heirs, representatives, affiliates, and all persons or entities potentially liable, from all claims, demands, damages, actions, causes of action, or suits, whether known or unknown, arising

from or relating to the Website or Services. This release is a full and complete settlement, constitutes the entire agreement, and is contractual, not a recital.

Article 10: Governing Law and Dispute Resolution

10.1 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of laws principles.

10.2 **Dispute Resolution.** Any disputes arising under or related to this Agreement shall be resolved through binding arbitration in Salem, conducted by a single arbitrator in accordance with the rules of the American Arbitration Association, with each party bearing its own costs.

Article 11: Force Majeure

11.1 **Exemption from Liability.** The Releasee shall not be liable for delays or failure to perform Services due to causes beyond its reasonable control, including but not limited to natural disasters, governmental actions, or third-party service interruptions.

Article 12: Confidentiality

12.1 **Obligation.** Both parties shall maintain the confidentiality of all non-public information disclosed during the performance of this Agreement and shall not disclose such information to third parties without prior written consent, except as required by law.

Article 13: Severability

13.1 **Enforceability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Article 14: Limitation of Liability

14.1 **Liability Cap.** The Releasee's total liability under this Agreement shall not exceed the amounts paid by the Releasor for the Services. The Releasee shall not be liable for indirect, consequential, or punitive damages.
