

Terms & Conditions

It is not unusual for web projects to be delayed due to clients not supplying feedback or content necessary to complete sections. It is just as important for me to be clear in what I expect from you, as well as explaining my commitment to you.

Payment Obligations, Renewals, and Cancellations

- a. **Website Development Payment Obligations:** A 50% down payment is required in order to begin development of your website. The balance due on your website is due after the design has been approved, the navigation has been approved and built, and the website pages have been built (regardless of whether content for the pages has been sent by the client). This provision is in place to not only encourage the client to get content submitted ASAP so that their site can go live, but also to ensure that The developer is paid the balance due even though the client does not have their content ready. In the event a page publishes as "under construction," the developer will post ONE copy of any text/pictures on existing pages only, for up to three months. After the three months have expired, content posted to site will be billable at the maintenance hourly rate. In the event that design and navigation changes are requested after they have been approved, these changes will be billable at the maintenance hourly rate.
- b. **Website Development Cancellation:** If site development has already begun (design concepting) the down payment is non-refundable.
- c. **Stock Photography Payment Obligations:** Stock photography are any photos and/or images not provided by the client. Stock photography purchased on behalf of client for use in website development is billable at a minimum of \$10 per picture. This amount is separate from the amount quoted for website design and development.
- d. **Website Maintenance Payment Obligations:** Depending on nature of website changes, prepayment is required. In certain circumstances a client can be invoiced after changes are completed. In this situation the invoice is due within 30 days. If payment is not received within 30 days, the maintenance changes will be taken down until payment received. After 60 days, there will also be a \$35 reposting fee added to the outstanding maintenance invoice balance.

Development Process

- a. **Homepage Design** – Once site design is signed off on (via email consent), design is considered approved. Any subsequent changes to design are billable at the maintenance hourly rate.
- b. **Navigation** – Once site outline/map is signed off on (via email consent), site navigation is considered approved. Any subsequent changes to navigation are billable at the maintenance hourly rate.
- c. **Content** – Provision of content is customer's responsibility.
 - o **Text content** - Content must be provided in digital form, unless copy is being typed by the developer at the \$0.05 per word rate. Transcription of non-digital content is considered billable, unless otherwise provided for in customer's contract. Clients should provide proof-written copy. Two rounds of revisions will be provided free of charge. Subsequent revisions will be billable at the maintenance hourly rate.
 - o **Copy development** – Development of website copy is billable at the maintenance hourly rate. Development of copy is accomplished via the developer interviewing the client about the topic areas to be addressed on their webpages. The developer then composes appropriate copy, submits to the client for review, edit, and approval. Approved copy is then posted to the webpages.
 - o **Graphical content** - Images outside of the website design must be provided in digital form or in a form that can be easily scanned, unless otherwise provided for in customer's contract. Subsequent revisions will be billable at the maintenance hourly rate.
- d. **Database Implementation** – Entry of data for database applications is considered client's responsibility. Entry of data by the developer is billable, unless otherwise provided for in customer's contract.
- e. **Training** – For websites with administrative back ends, two (2) one-hour training sessions will be provided.
- f. **Technical Support** - I offer local, in-house phone support to my clients. I do not normally bill for technical support depending on the problem's fault, severity, and time invested.

Development Process Payment Obligations, Renewals, and Cancellations

The deposit paid to the developer covers the cost of design work carried out. It is not possible to refund a deposit once the developer has sent the first design to the Client. The developer reserves the right to decide whether a refund is applicable if requested by the Client for any reason. A refund is not guaranteed by the developer, but possible providing the developer decides upon this option. If your contract has been cancelled by me due to a breach of the terms and conditions on your part, you will not be eligible for a refund. Phone requests will not constitute acceptance of any cancellation.

Websites with Proprietary Source Code

If during the course of a website engagement, the developer writes custom source code for a website application, this code is not transferable to a new developer or host. Custom written source code is considered the property of the developer and cannot be shared with other developers. The developer retains ownership of the code. Access to or transfer of proprietary source code could result in a security to risk to the developer and all of its clients who are running similar pieces of code. In order to provide custom software development services, clients give access to their most sensitive information, trade secrets, proprietary pricing and business methods. If clients believed that I may be sharing this information with outside developers, clients could lose faith that I am protecting their proprietary information. Therefore, neither access nor transfer of any code built for any purpose that is unique and not commonly and publicly available can be granted. Website components that ARE transferable to another host include html, graphics, logos, pictures, navigation, text, and the data residing within a database (but not the code). Hourly fees will apply for any special work that needs to be done to transfer those parts of website that do not violate the first and second portions in this section.

Non-Domain-Based Troubleshooting

The developer maintains and troubleshoots the websites developed for clients. The developer does NOT assume responsibility for upkeep or provides non-billable troubleshooting on clients' ISPs (Internet Service Providers), ISP-based email accounts, home or office internet connections, or any other non-domain-based issues outside the developer's realm of service. Provision of non-domain-based troubleshooting services will be billable at the maintenance hourly rate.