

## **General Policy – Modified December 1, 2016**

AFFORDABLE WEB SITES (aka THE CONSULTANT) is engaged in the business of providing Internet and Web Design Services, and desires to engage THE CLIENT in providing such services. Details of your web site project including its content, payments, etc. is included on a separate "Proposal Form".

### **A. General Statement**

1). We provide our Internet services with the understanding that THE CLIENT has the basic knowledge of how to:

- a. Access the Internet
- b. Navigate web sites by typing in web addresses
- c. Save websites as "favorites or bookmarks"
- d. Send and receive e-mail with attachments
- e. Clear the browsers temporary files
- f. Search the internet using google.com

### **Content**

2). THE CONSULTANT agrees to design and develop a professional web site for THE CLIENT using ideas, samples, materials, and/or research of THE CLIENTS industry. It is the responsibility of THE CLIENT to provide THE CONSULTANT with these ideas, samples, sketches, outlines, materials, or other web site samples to aide in the preparation of THE CLIENTS web site. As an option, THE CLIENT can request that THE CONSULTANT obtain all or part of the items needed to design and develop this project at an additional fee.

3). All samples, images, videos, documents or any item to be included on this web site should represent the highest quality of work produced. By submitting these samples to THE CONSULTANT, you are giving us permission to use these samples or any items from THE CLIENT.

If the items were too large to be sent through a conventional email system, then we would recommend we use a separate storage option you may have such as "dropbox.com." If you do not have a dropbox.com account, you can setup a free account or we can setup a basic account at an additional charge.

4). THE CONSULTANT is not responsible for the content that will be included with this project and reserves the right to excluded anything considered offensive or illegal. Furthermore, any item included on your project is the responsibility of THE CLIENT; we DO NOT add copyrighted materials without permission from THE CLIENT. This includes material from another web site/third party, etc. If at anytime we are asked to remove third party content, we will contact you and/or remove immediately.

THE CLIENT indemnifies and holds THE CONSULTANT harmless if any legal issue arises due to the use of any items that THE CLIENT provides for their project.

5). All files created on behalf of THE CLIENT are considered the property of THE CLIENT. We will provide to you your 1st CD/DVD copy of any and all HTML, PDF or CONTENT files and GRAPHIC MASTERS USED TO CREATE YOUR PROJECT at anytime for no additional charge. The only restriction to these files is the technology and special programming used on behalf of THE CLIENT.

## **B. Hosting**

- 6). THE CONSULTANT will setup a hosting account that meets the requirements of the project. In the event that THE CLIENT has obtained a hosting account prior to this agreement, we reserve the right to request a transfer to our partner's servers. In the event THE CLIENT does not want to use our hosting partners, we reserve the right to request an additional fee for the time necessary to setup a hosting account with THE CLIENTS selected hosting company.
- 7). THE CLIENT has the option of whether to activate the hosting account while the project is under construction. If the hosting account is activated while the project is under construction, THE CONSULTANT will place an under construction on one of our servers to verify THE CLIENTS domain/hosting is active. The hosting payments will start on the actual activation date whether project is complete or not.
- 8). THE CLIENT understands that THE CONSULTANT is responsible for making sure that THE CLIENTS web site is working 24 hours a day Seven (7) days a week. Therefore, THE CONSULTANT must maintain a copy of the codes and files used to develop your site. THE CONSULTANT may install additional software on your account to protect THE CLIENT project. These include, but are not limited to: (software installed that helps protect against potential hijacking, computer hacking, anti-virus, anti-phishing, malware and firewall protection). In addition, the CONSULTANT may install disaster recovery, traffic and uptime monitoring software.
- 9). THE CLIENT understands that THE CONSULTANT may bill any additional services that are requested from our partners. These services includes, but are not limited to
- a. Maintenance
  - b. Marketing
  - c. Custom Programming
  - d. Cloud Storage
- 10). If THE CONSULTANT cannot provide continuous hosting service to THE CLIENT for any reason, THE CONSULTANT reserves the right to provide THE CLIENT with a comparable alternative hosting account. THE CONSULTANT will notify THE CLIENT in advance if this situation is required.
- 11). The total hours needed to complete this project is listed on your proposal sheet. THE CLIENT understands that there can be an additional charge for any project that consumes more hours than the total allowed. We will immediately notify THE CLIENT if there are additional charges needed to complete their project.

## **C. After Hours, Weekends & Holiday Services**

- 12). THE CONSULTANT is not automatically available on Saturdays and after 6p EST. If the need arises where the only time we can assist you are during these times, we can schedule an appointment during these times. If services are required on a Saturday, Sunday or Holiday that cannot be completed on our next business day, there may be an additional charge for services.
- 13). If for any reason you cannot make your scheduled time, we request immediate notification by phone at 478-922-8979 or email at [support@affordablewebsites.net](mailto:support@affordablewebsites.net). If you do not notify us that you cannot meet for a scheduled Saturday, Sunday or Holiday meeting, we reserve the right to suspend future Saturday, Sunday or Holiday meetings and a 1/2-hour consulting fee may apply.

## **D. Cancellation Of Services**

Upon request, we will immediately cancel your service. It can take up to 30 days to completely delete all of the links, forwards, banners and marketing strings leading to and from THE CONSULTANT. Additional details regarding cancelling your account, can be found at [http://www.affordablewebsites.net/account\\_cancel\\_restore.html](http://www.affordablewebsites.net/account_cancel_restore.html).

## **E. Reactivation Of Services**

Account Restoration DOES NOT include any modifications to your web site. Your rate for account restoration depends on how long it has been inactive. All ecommerce accounts are handled on a case-by-case basis, contact us directly for this rate. Additional details regarding cancelling your account, can be found at [http://www.affordablewebsites.net/account\\_cancel\\_restore.html](http://www.affordablewebsites.net/account_cancel_restore.html)

## **F. Compensation**

14). All projects require a minimum of 50% deposit with the balance due upon completion. All deposits are non refundable after any initial work has started. The rates for all services are billed at \$60.00 per hour.

15). An additional payment of 1/2 of the balance can become due if the project is delayed for any reason by THE CLIENT or if the project is more than 75% completed and additional modifications are requested.

16). The following items can cause additional fees to your project

- a. Poor or low quality pictures
- b. Retyping of content
- c. Specialized scanning
- d. Image enhancement
- e. Computer configurations
- f. Training
- g. Delays by THE CLIENT of more than 7 days after being contacted of a completed task

## **G. Billing Policy**

17). **Payment For Services** – We prefer payments to be made online via PayPal using a major credit card or a PayPal account. Alternate payment methods include Money Orders, Western Union and Business Checks. All services are placed on hold or on a temporary server for verification until business checks clear. All returned checks would incur a \$30 service fee.

18). **Hosting Payments** - Managed Hosting Payments are normally on a scheduled payment system through PayPal. THE CONSULTANT will process all other hosting payments manually if we have a valid credit card on file. Basic hosting payments are normally made directly to our partner <http://www.affordabledomains.ws>.

19). **Modification Deposits** - Deposits for modifications may not be required for clients that we have a successful payment relationship with. Modifications that require assistance from one of our partners or custom programming will require a deposit before work can begin. Payments are due for services within 48 hours after the work is completed. You have those 48 hours to verify the completed work.

20). **Credit Cards On File** - If we have a valid credit cards on file for you, we will charge Credit Cards we have on file for modifications of services ONLY upon approval of each transaction. Translation, THE CONSULTANT will not charge your card for any reason without permission.

21). **Late Payments** - Payments for any services are considered late after 5 days. A late fee may be assessed if account is late more than 5 days. We may not complete any additional work for accounts that are past due more than 10 days. All returned checks would incur a \$30 service fee.

### **Product/Service Renewals**

22). All account renewals (digital certificates, third party accounts, email accounts, blogs, etc.) are the responsibility of THE CLIENT. THE CONSULTANT can automatically renew any service for you if we have a valid credit card on file.

If your credit card cannot be billed for services, we will notify you to receive a replacement. If any of the services that are billed to your credit card expires due to an invalid credit card, we will make another attempt within 5 days. If after 5 days the credit card on file still cannot be processed and the item expires, we reserve the right to charge an additional minimum fee of \$45 to restore any expired accounts due to billing.

### **H. Using Images From The Web**

25). THE CONSULTANT warns of using images from the Internet without the permission of the copyright owner (if any). THE CONSULTANT may also use images from templates that have been purchased by us or made available to us from any of our partners. There are a lot of free images available, you need to make sure that the images that are being used for your project IS NOT under copyright protection and YOU DO have permission to use these images. THE CONSULTANT uses iStock photo as its partner for images - <http://www.istockphoto.com> .

Our use of images statement is at <http://affordablewebsites.net/images.html>

26). THE CONSULTANT DOES NOT adds KNOWN copyrighted materials without permission from THE CLIENT. This includes material from another web site/third party, etc. If at anytime we are asked to remove third party content, we will contact you and/or remove immediately.

27). THE CONSULTANT is not responsible for any legal action taken because of images or any other content that is used for your project without permission.

**We reserve the right to modify these policies at anytime without notice.**