

EMARKETING AND GRAPHICS WEB DESIGN POLICIES / TERMS OF SERVICE

PROJECT INITIATION

The initiation of a web design or development project requires a signed or electronically submitted contract with payment of half of the initial web design/development fees for custom website design and the entire setup fee for website templates. The \$99 per page online special applies to those who are aware of the special and agrees to all the special parameters. The \$99 per page special has different guidelines outline within each client contract/agreement.

PROJECT SCHEDULING

All projects are treated similarly unless otherwise noted when commissioned and are scheduled according to available time slots in current production queue. Production begins only upon receipt of all content required for the completion of the project (i.e. incomplete content may result in project rescheduling). Upon receipt of proofs, any revisions should be noted by the client then faxed and/or emailed in an appropriate format to be placed in queue in the next available time slot prior to the agreed project deadline (unless the project is subject to rush times and precipitating charges).

OWNERSHIP OF WEBSITE DESIGN

Upon completion of a custom website design and full payment of web design and development fees, the client is the owner of the commissioned website. If the full payment is not made the client is not the owner of the page design and creates. He/she owns the website domain. The client may continue to use the commissioned website to promote the client's company or organization regardless of whether he/she chooses to continue further services with Emarketing and Graphics.

The client does not have the right to resell the design or development to other companies. The client does have the right to add pages onto the existing site or have another company add pages onto the existing site using the commissioned website design/development.

OWNERSHIP AND COPYRIGHT OF CONTENT

All text and photos used as content in a commissioned website must be provided by the client. The client must have ownership or written permission to use all content he/she provides for use. Emarketing and Graphics cannot be responsible for copyright infringements on behalf of clients.

TIME REQUIREMENTS FOR SUBMITTING CONTENT AND/OR OTHER INFORMATION

Emarketing and Graphics cannot complete a website if the client does not provide content (the text and/or photos to be used in the website). If Emarketing and Graphics is waiting for content or other pieces of information or administrative steps (such as domain passwords, hosting passwords, required third party services, etc.), the client will be notified. If the client fails to handle the requests in a timely manner, the website may be delayed. (Professional writing and photography services are available for a surcharge if the client needs assistance with content development.)

If the client-driven delays continue, Emarketing and Graphics will complete as much of the project as possible without the missing elements. In order to keep all accounts current, Emarketing and

Graphics may bill for the completed project and add missing elements later at they are received. If more than 30 days from the website design and build has passed, and the client still has not submitted the remaining missing content, Emarketing and Graphics reserves he right to consider the project complete in its entirety and bill for future work.

\$99 PER PAGE SPECIAL

The \$99 per page special offer is only if the client who agrees to have Emarketing and Graphics web links and design rights on the bottom of every page. As well as link from Emarketing and Graphics client page list which describes briefly the services provided by Emarketing and Graphics.

MULTIPLE BROWERS

We cannot guarantee exact layout in different browser versions.

E-MAIL MARKETING CAMPAIGNS:

All email marketing campaigns will include powered by Emarketing and Graphics. Price will change depending on client request. Every client is treated differently and has different needs that need to be met with each campaign. The \$25 unlimited contact E-mail special is only for the first time user and user that are using our emarketing software. This price may increase if the contact are over 1000 contacts pricing will increase. Again pricing defers per client due to client request, number of contacts, the number of sends as well as design and marketing consultation needs.

HOW MUCH CONTENT MAY BE SUBMITTED PER PAGE (\$99 Per Page Special)

Due to web page loading time considerations and the flat rate charged for web pages, there is a limit on what can be included in a single web page for the \$99 Per Page Special. A web page can hold the equivalent of about 1 and ½ pages of the content that would typically fit on an 8 ½" x 11" piece of paper. If the content is straight text without any pictures, tables, graphs, etc., this equates to a maximum of 2000 words. If there are pictures, or tables, etc., then less text will fit. However, please keep in mind the agreed upon layout. Meaning certain pages like the home page may not have a lot of text due to the layout. Sub-pages normally have the most text and recommend that you use your sub-pages for detailed information and use your home page for limited information to lure views to specific pages. If a client's content does not fit within these parameters, one or more additional web pages should be purchased.

HOW REVISIONS TO A WEBSITE DESIGN ARE HANDLED

Emarketing and Graphics takes pride in providing attractive designs, and the vast majority of our clients are extremely pleased with the design we create for them. However, design is a subjective art, and not everyone's tastes are the same. While we will gladly make initial minor modifications if client agrees to purchase our monthly maintenance services which is set to a great price. Put if the client only needs 1 to 2 changes our hourly rate applies at \$56 dollars an hour with a minimum of 2 hours per request, it is important to be clear on how revisions to the look of a website design are handled.

The web design contract which describes the look a commissioned web design project will achieve. Design preferences should be specified at that time, prior to the commencement of any design work. If client request work in a untimely fashion, they will be notify that a rush charge will be added to their total. (See Rush Charge for more details) However, if

pages, artwork was created and approved at one point and If the client develops preferences or changes his/her mind after the completion of the work, adjustments will be made by the hour at \$56.00 per hour.

RUSH CHARGES

Rush charge is a flat rate of \$365 fee will apply to any projects with less than 7 days turn-around. This EXCLUDES weekends. The days may change depending on the request meaning some request may take longer and a rush charge rate can still be apply to a two week turn around, it all depends on schedule. However client's well be notified before expectance to do the work with a rush change timeline. All rush charges are due immediately after the completions of the project. If the client has a monthly agreement. The rush change is still due before upon complete of the rush request and then the monthly payment fee will follow.

DESIGNS FOR SUB PAGES

Unless otherwise specified in the design contract, subpages of any website will use the same design as the home page. Mockups are provided for sub pages . Formatting requests for sub pages will be considered but will not be guaranteed. If the client requires specific looks or formatting for sub pages, this request should be made at the time of the initial contract and may incur additional fees.

HOW WEBSITE MAINTENANCE REQUESTS ARE HANDLED

Clients who have signed up for a maintenance plan receive discounts off the web designer's hourly rates for website updates. The standard half hour maintenance plan is enough time to add about five photos and a few paragraphs of text. Clients on a Emarketing and Graphic web maintenance plan may send update requests via email. Routine maintenance which fits into the allotted time specified in the client's maintenance plan is typically completed in about three to four business days. If a client on a website maintenance plan requests more than the scheduled amount of maintenance, he/she will be given a quote and, if approved, the additional work will be completed at a discounted rate of \$47.00 per hour and the turnaround time will be based on workload issues. Clients who are not on any maintenance plan may request website updates at the full \$56.00 hourly rate and the turnaround time will be based on workload issues. Monthly maintenance plan fees are separate from hosting fees and may be cancelled at anytime. (See details under the Termination of Services section.)

MEETING TIME

The initial client meeting will be free of charge. Any additional meetings or consultations will be billed at a hourly rate. (This includes phone conversation that last more than 15 minutes.)

PAYMENT POLICIES

One-half of the initial website design and development fees are due upon project initiation. Upon project completion, the remaining balance is due in full within five business days. Once the remaining balance is paid in full, the completed website will be moved from the staging server to the client's server so the website will go live. For the "PAY AS YOU GROW PLAN" each page will be loaded after each payment. Payment for monthly services such as Maintenance are due net 30. Emarketing and Graphics serves the right to charge a late fee of 1.5% up to a maximum of \$50.00 for payments received after net 14. Accounts at net 60 (this includes pass due amounts) are at risk of termination. Clients experiencing financial hardship should contact Emarketing and Graphics to discuss payment options. (Please read NON-Renewals for reactivation fees)

CANCELLATION OF SERVICES

If the client changes his/her mind about doing work with Emarketing and Graphics during the course of the initial web design or development phase, the client will be responsible for the amount of work already completed.

In order to protect clients from unintentional service interruption, clients wishing to cancel any services must request the service cancelation via email. If a client received a discount as an incentive to commit to 12 months of maintenance, and if the 12 month commitment has not passed, the client is responsible to pay for the maintenance fees for the remaining months or pay a \$200 cancellation fee, whichever is less.

TERMINATION OF CONTRACT:

If this Agreement is terminated by Emarketing and Graphics for any reason, Emarketing and Graphics may (in the event that a Client website has not already been revoked) revoke the Client website without further notice to the Client and the Client shall pay full amounts due to Emarketing and Graphics under this Agreement. Emarketing and Graphics shall have no obligation to refund any payment by the Client to Emarketing and Graphics in the event of any termination of this Agreement. **YOU FURTHER AGREE THAT UNDER NO CIRCUMSTANCES WILL EMARKETING AND GRAPHICS BE LIABLE TO THE CLIENT FOR ANY LOSS SUFFERED BY THE CLIENT OR ANY THIRD PARTIES DUE TO REVOKED WEBSITE.**

THIRD PARTY VENDORS

Third party vendors may have separate terms of service agreements. Emarketing and Graphics is not a hosting company and uses a third party vendor to provide hosting. We will help you choose a hosting provider however we cannot be held liable for disputes with third party vendors.

REFUSAL OF SERVICE

Emarketing and Graphics reserves the right to decline to do business with any client for any reason.

NON RENEWALS

Non renewed accounts that are unpaid after 14 days will be deleted. Deleted/terminated accounts may be reinstated upon payment of any outstanding charges. There will be a \$75 reactivation fee to reinstate a terminated account. Interruption of accounts does not relieve clients from past due charges. Emarketing and Graphics is not responsible for loss of data in regards to web pages. To reactivate account, client must commit to signing a revised payment plan and give credit card information for monthly processing. Client sign an credit card usage authorize under the new payment plan.

CHANGES TO TERMS OF SERVICE

Emarketing and Graphics reserves the right to change these terms of services at any time for any reason.

PROOFING

Although every effort is made to ensure the accuracy of all printed/published materials we design

and administer, it is ultimately the responsibility of the client to make certain that all corrections have been made to their satisfaction prior to final commission for production of printed goods, web pages, newspaper ads, etc. Corrections may be submitted via fax, email or other physical means to be queued with existing projects.

MATERIAL AND CONTENT

Emarketing and Graphics is not responsible for materials provided by client for use on projects (i.e. one-of-a-kind photographs, collectables, parts, etc.). Please provide copies of documents and imagery if at all possible to avoid any unforeseen damage of irreplaceable or valuable items.