

# PixelWebMedia

## PixelWebMedia POLICIES / TERMS OF SERVICE

### I. PRIVACY POLICY

We hate spam just as much as you do. We will never share your information with third parties unless required to do so by law or requested by you. The information we collect from you will be used to maintain your services with us and to represent the quality of our work to others, such as in our online portfolio.

### II. OWNERSHIP OF PROJECT

Upon completion of a custom project and payment of project and fees, the client is the owner of the commissioned product. The client may continue to use the commissioned project to promote the client's company or organization regardless of whether he/she chooses to continue further services with PixelWebMedia. 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. The client does not have permission to reuse pieces of our work in a redesigned website that gives another company design credit.

### III. OWNERSHIP OF WEBSITE DOMAIN NAME

Website domain names are leased from domain name registration companies. When PixelWebMedia registers a domain name for a client, that registration will be made in the client's name. Upon payment of any outstanding fees, the client has the right to use that domain name regardless of whether he/she chooses to continue further services with PixelWebMedia. Domain name renewal and renewal fees are the responsibility of the client. If the client chooses to have PixelWebMedia renew the domain name on behalf of the client, an additional service fee will apply. Clients are advised to closely monitor the renewal date of a registered domain name and to verify that the renewal of said domain name has been completed. PixelWebMedia cannot be responsible for expired domain names.

### IV. OWNERSHIP AND COPYRIGHT

All text and photos used as content in a commissioned website must be provided by the client (unless the client has hired PixelWebMedia for content development). The client must have ownership or written permission to use all content he/she provides for use. It is up to each client to ensure his/her design and/or content does not infringe on any trademark, service mark, or copyright. PixelWebMedia cannot be responsible for intellectual property infringements on behalf of clients. Also, PixelWebMedia cannot be responsible for submitted content. Clients should not mail irreplaceable photos or documents or send content that must be returned.

### V. PROJECT INITIATION

The initiation of a web design or development project requires a signed or electronically submitted signup form, payment of half of the initial project fees (or payment in full if the entire project is \$500 or less), plus the client logo or any other element that is required to be used in the design.

### VI. OUR TEN BUSINESS DAY TIMELINESS GUARANTEE

**Ten Business Day Guarantee for the Mockup Phase** - PixelWebMedia takes pride in handling requests in a timely manner. Starting from the date of the project initiation as defined above, PixelWebMedia will submit an initial mockup to the client within ten business days or the client will be entitled to a \$50 discount off the balance of the initial project fees. If the client requires modifications to the design or has other elements to mock up, such as logo designs or custom animation, the same ten business day guarantee applies on subsequent mockups/design steps starting from the time the feedback is given on the previous mockup/element.

**Ten Business Day Guarantee for the Build Phase** - The build phase begins once the client has approved the mockup. At that point, PixelWebMedia will convert the approved mockup into website format and add the text for the home page and all subpages within ten business days or the client will be entitled to a \$50 discount off the balance of the initial web design fees. This guarantee applies only to information-based sites. The turnaround time on e-commerce sites or websites with custom programming or other add-ons is based on the size of the project and the list of other projects in the development queue.

### VII. PROJECT TIMELINESS REQUIREMENTS FOR CLIENTS

Projects can be hindered if the client does not provide feedback or required elements in a timely manner, such as feedback on a design mockup, requested sitemaps, text to be used as content on the web pages, photos for either the design or for the content, the client's logo, appropriate account login information, etc. For that reason, if PixelWebMedia is waiting for content or other piece of information,

the client will be notified. If the client fails to handle the requests within ten business days, then PixelWebMedia will take any or all of the following steps to keep the project moving forward in a timely manner:

**MOCKUP FEEDBACK** – If the client fails to give feedback on the design mockup within ten business days, by default, the mockup is approved. If the client later wishes to change the design, additional charges may apply.

**SITEMAPS OR PAGE NAMES** – If the client fails to provide the requested list of web pages within ten business days, by default, PixelWebMedia will assign page names. If the client later wishes to change these page names, additional charges may apply.

**CLIENT LOGO** – If the client fails to provide a copy of an existing logo within ten business days, a substitute logo or company name graphic may be used. If the client later wishes to change the substitute logo or company name graphic, additional charges may apply.

**PHOTO TO USE IN DESIGN** – If the client has requested the design include a particular photo, and the client fails to provide the required photo within ten business days, a substitute photo may be used. If the client later wishes to change the substitute photo, additional charges may apply.

**TEXT AND OPTIONAL PHOTOS FOR ALL OTHER WEB PAGES** – Unless the writer has been hired for additional pages, it is the client's responsibility to provide content for all other pages in the website. If the client provides all text (and optional photos) within ten business days, then PixelWebMedia will add that content to the website. If the client fails to provide content for those pages within ten business days, then PixelWebMedia will complete those pages with simple placeholder text such as, "ABC Client offers many XYZ Services. For more information, please contact ABC Client." The client will have the ability to add more complete content later using the content management system (CMS).

**OTHER ELEMENTS OR ADMINISTRATIVE DUTIES** – There may be other elements required such as passwords for existing domain names, etc. Regardless of what element may be required, if the client cannot or will not provide the required element or information within ten business days, PixelWebMedia reserves the right to make substitutions, leave elements out, or take other actions in order to complete the project.

#### VIII. **HOW CONTENT MAY BE SUBMITTED**

All content must be submitted electronically via email (contact us for the correct email address). Text must be selectable as actual text rather than as flattened images. Both text and photos/graphics must be clearly labeled with the name of the page on which they will be displayed. Content may not be submitted via fax or paper copies. Exceptions to this policy must be approved in advance and may incur a surcharge.

#### IX. **HOW MUCH CONTENT MAY BE SUBMITTED PER PAGE**

Due to web page load time considerations and the flat rate charged for web pages, there is a limit on what can be included in a single web page. A web page can hold the equivalent of about 2 pages of the content that would typically fit on an 8 1/2" 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. Additionally, a web page may include up to a maximum of six photos on a page. A photo gallery page with limited text may contain up to ten photos. If a client's content does not fit within these parameters, one or more additional web pages should be purchased.

#### X. **HOW REVISIONS TO A WEBSITE DESIGN ARE HANDLED**

We take 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 design modifications for no additional charge while the project is in the mockup phase, it is important to be clear on how revisions to the look of a website design are handled.

The web design sign-up form is the contract that describes the look a commissioned web design project will achieve. Design preferences, such as the look of the site, the color scheme, the functionality, monitor resolution preferences, etc. should be specified at that time, prior to the commencement of any design work. If any design preference stated in the web design sign-up form was not met, the adjustments will be made free of charge. If the client develops preferences or changes his/her mind after the completion of the work, adjustments will be made by the hour at \$40.00 per hour.

**XI. 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 not provided for subpages. Formatting requests for subpages will be considered but will not be guaranteed. If the client requires specific looks or formatting for subpages, this request should be made at the time of the initial contract and may incur additional fees.

**XII. HOW WEBSITE UPDATE REQUESTS/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 PixelWebMedia maintenance plan may send update requests via email (contact us for the correct email address). Routine maintenance that 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 \$40.00 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 \$40.00 hourly rate and the turnaround time will be based on workload issues.

**XIII. PAYMENT POLICIES**

**PROJECT FEES** - One-half of the initial project fees is due upon project initiation. Upon project completion, the remaining balance is due in full within five business days before the completion.

**GOING LIVE** - 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. After the new website has been live for 48 hours, PixelWebMedia will install the content management system (CMS) and register the client's website with Google, Yahoo, and Bing search engines.

**NON-PAYERS** - If the balance on a completed project has not been paid within ten business days, a 10% penalty will be added. For example, if the remaining balance on a completed project is \$1,000, and that balance has not been paid within ten business days, the new balance on the complete project will automatically be increased to \$1,100. Balances that are not paid within 30 days will be reported to a credit bureau. Balances that are not paid within 60 days will be turned over to a collections agency.

**MONTHLY FEES** - Payment for monthly services are due within net 20. PixelWebMedia charges a late fee of 10% of the total outstanding balance for invoices not paid by the end of the calendar month (net 25). Accounts at net 60 are at risk of termination. Clients experiencing financial hardship should contact PixelWebMedia to discuss payment options.

**XIV. BILLING ERRORS**

If a billing error is noticed, the client should immediately contact PixelWebMedia. Refunds of over payments will be made for up to a maximum of three months, so clients are urged to check billing statements regularly. Refunds of more than three months will not be processed. Additionally, PixelWebMedia reserves the right to bill clients for accidental undercharges for a maximum of up to three months.

**XV. SEARCH ENGINE GUARANTEE**

Most every client would like his/her website to rank high in search engine results for selected keywords, yet search engine results are determined by a multitude of constantly changing factors, third party search engines, and the amount and quality of competition on the world-wide web. PixelWebMedia guarantees certain search engine-friendly techniques will be used in the creating of each custom website, such as keywords in the title bar, the meta tags in the hidden coding behind the scenes, and alternate text behind some images. If the keyword placement in these three areas is not to the client's liking, PixelWebMedia will change these three items to the client's choices one time for free. Subsequent or additional changes will be billed at the standard hourly rate. Additional search engine optimization (SEO) services are available for additional fees. PixelWebMedia cannot be held responsible for search engine results.

**XVI. SEARCH ENGINE OPTIMIZATION, SOCIAL MEDIA MANAGEMENT, AND MARKETING PLANS**

Our Marketing Plans offer a variety of services, including search engine optimization and social media (Facebook, Twitter, etc.) management. These plans require a three-month minimum since it takes time to ramp up the effectiveness of these campaigns. After three months, the Marketing Plans convert to month-to-month plans, which may be cancelled at any time with a 45-day written notification. Services provided in the marketing plans will be specified in a written agreement since plans may be tailored to meet each client's needs. No service or standard of service is implied unless in writing in the agreement, thus, clients must be sure to specify any specific request (such as a particular number of followers or a particular social networking tool used, etc.) in writing.

**XVII. QUALITY GUARANTEE**

We take pride in offering high quality services and professional customer service. While we make an effort to ensure every aspect of our service is to the client's liking, we cannot control every variable. It is up to each client to regularly test the functionality of his/her website, email, and any other product or service to ensure everything works as desired. If any problem is discovered or error has been made, please report the problem to us immediately so we may take appropriate action. We cannot be responsible for perceived loss of revenue under any circumstances. Changes resulting from a client's error and/or problems related to third party vendors or technology, such as hosting servers or browser software may result in additional charges.

**XVIII. TERMINATION OF SERVICES**

If the client changes his/her mind about doing work with PixelWebMedia during the course of the initial a project phase, the client will be responsible for the amount of work already completed. Depending on the amount of work completed at the time of cancellation, this may mean receiving a full refund, a partial refund, no refund, or owing additional fees.

In order to protect clients from unintentional service interruption, clients wishing to terminate any services must request the service termination in writing.

**XIX. THIRD PARTY VENDORS**

Third party vendors may have separate terms of service agreements. PixelWebMedia cannot be held liable for disputes with third party vendors, regardless of whether or not the service is part of a reseller agreement or referral. PixelWebMedia cannot be held responsible for lack of functionality or any other aspect of third party services.

**XX. REFUSAL OF SERVICE**

PixelWebMedia does not accept projects that promote hate, intolerance, pornography, animal exploitation, or any other unethical practice. PixelWebMedia reserves the right to decline to do business with any client for any reason.

**XXI. CHANGES TO TERMS OF SERVICE**

PixelWebMedia reserves the right to change these terms of service at any time for any reason.