



## WEBSITES BY GRIFFIN POLICIES / TERMS OF SERVICE

### **I. PRIVACY POLICY**

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

### **II. OWNERSHIP OF WEBSITE DESIGN**

Upon completion of a custom website design and payment of web design and development fees, the client is the owner of the commissioned website. 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 Websites by Griffin. 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.

### **III. OWNERSHIP OF WEBSITE DOMAIN NAME**

Website domain names are leased from domain name registration companies. When Websites by Griffin 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 Websites by Griffin. Domain name renewal and renewal fees are the responsibility of the client. 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. Websites by Griffin 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. 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. Websites by Griffin cannot be responsible for intellectual property infringements on behalf of clients.

### **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 web design/development fees for custom website design, plus the client logo or any other element that is required to be used in the design.

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

All content must be submitted electronically via email (contact me 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 it will be displayed. Content may not be submitted via fax or paper copies. Exceptions to this policy must be approved in advance and will incur a surcharge.

### **VII. 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 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 800 words. If there are pictures, or tables, etc., then less text will fit. Additionally, a web page may include up to a maximum of five 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.

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

I take pride in providing attractive designs, and the vast majority of my clients are extremely pleased with the design I create for them. However, design is a subjective art, and not everyone's tastes are the same. While I will gladly make initial minor modifications for no additional charge, it is important to be clear on how revisions to the look of a website design are handled.

The web design signup form is the 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 any design preference stated in the web design signup 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 \$50.00 per hour.

#### **IX. 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 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.

#### **X. HOW WEBSITE MAINTENANCE REQUESTS ARE HANDLED**

Clients may request website updates at the \$50.00 hourly rate and the turnaround time will be based on workload issues. A one hour minimum (\$50.00) applies. An hour is enough time to add about ten photos and a few paragraphs of text.

#### **XI. HOW TECHNICAL SUPPORT IS HANDLED**

Clients whose websites are hosted by Websites by Griffin have access to emergency technical support. In the event of a website hosting outage, clients should send me an email and a technician will be contacted. To submit a ticket, click on the Client Support button located on any page of my website. Please note, technical support cannot be provided for clients' individual computer issues or for third party products or services.

#### **XII. PAYMENT POLICIES**

**Web Design** – Half (50%) of the web design 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. At that time, Websites by Griffin will also register the client's website with Google, Yahoo, and Bing search engines. Clients experiencing financial hardship should contact Websites by Griffin to discuss payment options.

**Web Hosting** – Your hosting account can be paid in 1 month or 12 month intervals. Payment is due within 15 days. Websites by Griffin charges a late fee of 10% of the total outstanding balance for invoices not paid within 25 days. Accounts not paid within 30 days are at risk of termination. Clients experiencing financial hardship should contact Websites by Griffin to discuss payment options.

#### **XIII. 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. Websites by Griffin guarantees certain search-engine friendly techniques will be used in the creating of each custom website, such as keywords in the

title bar at the top of the browser, 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, Websites by Griffin 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. Websites by Griffin cannot be held responsible for search engine results.

#### **XIV. QUALITY GUARANTEE**

I take pride in offering high quality services and professional customer service. While I make an effort to ensure every aspect of my service is to the client's liking, I 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 me immediately so I may take appropriate action. I cannot be responsible for perceived loss of revenue under any circumstances. Content 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.

#### **XV. TERMINATION OF SERVICES**

**Web Design** – If the client changes his/her mind about doing work with Websites by Griffin during the course of the initial web design or development 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.

**Web Hosting** – Upon cancellation of an account, no further charges will be made to your credit card. If you are canceling prior to the end of your billing term (i.e. in the middle of the year), there can be no refunds for that portion of the term you did not use.

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

#### **XVI. THIRD PARTY VENDORS**

Third party vendors may have separate terms of service agreements. Websites by Griffin cannot be held liable for disputes with third party vendors. Websites by Griffin cannot be held responsible for lack of functionality or any other aspect of third party services.

#### **XVII. REFUSAL OF SERVICE**

Websites by Griffin reserves the right to decline to do business with any client for any reason.

#### **XVIII. CHANGES TO TERMS OF SERVICE**

Websites by Griffin reserves the right to change these terms of service at any time for any reason.