

## Web Site Design Terms & Conditions

### **1. Authorization.**

The client is engaging Speech Therapy Online, as an independent contractor for the specific web design project of developing and/or improving a web site, hereinafter referred to as "web design project" to be installed on the client's account on an Internet Service Provider (ISP) / Web Presence Provider (WPP) computer, hereinafter refer to as "Hosting Service". The client hereby authorizes Speech Therapy Online to access this account, and authorizes the Hosting Service to provide Speech Therapy Online with "full access" to the client's account, and any other programs needed for this web design project that are included as part of the client's service agreement/level. The client also authorizes Speech Therapy Online to submit the completed web design project to major Web Search Engines.

### **2. Development.**

The following is included in the quoted web design project rate:

- Optimized to load quickly on both dial-up and high-speed connections.
- Compatible with the most popularly used web browsers.
- Viewable by all common screen resolutions, color settings, and operating systems.
- Easy navigation with no page deeper than three clicks from the main page.
- Designed to comply with current web and search engine standards.
- Clean, attractive design to support your current professional image.
- Accurate text to reflect your current address, staff, and services.

Site size, complexity, graphics, effects, layout, features, and content may affect project rates.

### **3. Assignment of web design project.**

Speech Therapy Online reserves the right to assign subcontractors to this web design project to insure that the terms of this agreement are met as well as on-time completion.

### **4. Copyright and Trademarks.**

The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Speech Therapy Online for inclusion in the web design project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Speech Therapy Online and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

### **5. Web Site Maintenance.**

This agreement allows for minor web site maintenance to pages over a 1-year period, up to 12 modifications per year, including updating lines and making minor changes to a sentence or paragraph. It does not include updating or replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, or fixing attempted updates by client. The period of 1 year begins on the date the clients web design site has been published to client's hosting service or 30 days from the date of final payment, which ever comes first. Major page changes will be charged at current hourly rates.

### **6. Completion Date.**

Speech Therapy Online and the client must work together to complete the web design project in a timely manner. We agree to work expeditiously to complete the web design project no later than 30 days after the client has submitted all necessary materials unless another timeframe for completion has been agreed upon. Speech Therapy Online makes no guarantee of ability to start on client's web design project immediately after being contacted.

### **7. Project Delivery.**

The web site design project will be published to the client's hosting service and delivered via CD upon receipt of full payment. The client understands that Speech Therapy Online does not provide any hosting services in connection with this web design project. Hosting services require a separate contract with the Speech Therapy Online. The client agrees to select a hosting service which allows Speech Therapy Online full access to the client's account via FTP. The client will be solely responsible for all hosting service charges.

## **8. Web Design Project Copyright.**

Speech Therapy Online owns copyright to the finished web design site produced by Speech Therapy Online. The client will be assigned rights to use the web design project as a web site, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Speech Therapy Online and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios. All web design projects will contain a copyright/legal page with a link to Speech Therapy Online's web site.

## **9. Payments.**

Payments must be made promptly based on the schedule below. Delinquent bills will be assessed a \$15 charge if payment is not received within 30 days of the due date. If an amount remains delinquent 60 days after its due date, an additional 5% penalty will be added for each month of delinquency. Speech Therapy Online reserves the right to remove any web design project from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. Please pay on time. Speech Therapy Online will work with you every step of the way to ensure your satisfaction. Since time and effort go into your site from the beginning, refunds are not generally possible. Every reasonable effort will be made to adjust the web design project to meet your satisfaction.

Deposit: 30% due after initial consultation.

Final: 70% (+ additional charges added after initial estimate if any) due within 10 days of final publication.

All payments will be made in US \$ or CAN \$ funds payable to Megan Sutton, sole proprietor of Speech Therapy Online.

## **10. Legal Notice.**

Speech Therapy Online does not warrant that the functions contained in the web design project will be uninterrupted or error-free. The entire risk as to the quality and performance of the web design project is with the client. In no event will Speech Therapy Online be liable to the client or any third party for any damages, including, but not limited to service interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web design project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or site visitor's computer or Internet software, even if Speech Therapy Online has been advised of the possibility of such damages.

## **11. This Agreement.**

This agreement constitutes the sole agreement between Speech Therapy Online and the client regarding this web design project. Any additional work not specified in this contract must be authorized by a written request. This agreement supersedes any prior written or oral agreements between the parties.

## **12. Amendment.**

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

## **13. Severability.**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

## **14. Waiver of Contractual Right.**

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

By purchasing services from Speech Therapy Online, client is agreeing to all terms and conditions stated above.