

WizardsWebs Design LLC

Website Design, Management & Maintenance Agreement

This contract provides both Client (the person or company requesting services) and **WizardsWebs Design LLC**, with a formal, binding agreement with respect to website design and maintenance.

1. ENGAGEMENT

Client is engaging **WizardsWebs Design LLC** for the specific project of designing and building a website to be published to hosting supplied by **WizardsWebs Design, LLC**.

2. WEBSITE DESIGN, HOSTING, MANAGEMENT & MAINTENANCE

The Client understands that web hosting services, website design services, and website management & maintenance services are three different and separate services. **WizardsWebs Design LLC** reserves the right to only offer website design services to clients that also subscribe to website hosting services and website management & maintenance services.

3. WORK SCOPE

WizardsWebs Design LLC will offer the client a written or verbal project plan based on requirements provided by the Client. The plan will contain cost estimates or budget limitations and an estimated timeline. The project may be quoted on a fixed price basis or an hourly basis. The Client must approve the plan before work will begin. For any work not quoted otherwise, the standard hourly rate for services including WordPress, HTML, PHP and JavaScript work is \$125.00 hour.

4. DESIGN DEPOSIT

New accounts are required to provide an advance design deposit payment of \$200 or ten percent (10%) of the design budget, whichever is greater, before work begins. The deposit is non-refundable should the client not accept the design or otherwise cancel services prior to completion. This payment amount will be credited to the initial design invoice.

5. WEBSITE CONTENT

The delivery quoted does not begin until the both the design deposit and the website content are received. Client agrees to make every effort to submit content and approvals in a timely manner. In cases where a design deposit is made but no content or incomplete content is received within six months, the design deposit shall be forfeited by the Client and the project terminated.

WizardsWebs Design LLC will not be held responsible if the target launch date cannot be met due to late submission of content by Client. **WizardsWebs Design LLC** will not be held responsible if any Client supplied content contains errors.

6. PROGRESS REPORTS

During the website design period, **WizardsWebs Design LLC** shall keep the Client advised of tasks completed, problems encountered, and recommended changes relating to the development and testing of the site. Client will review and approve progress on a timely basis.

7. SITE CHANGES AND UPDATES

After website is approved and published, **WizardsWebs Design LLC** will provide minor updates and changes as covered by Management & Maintenance Services. Requested changes and updates which exceed the allocations provided may be billed as new work at the **WizardsWebs Design LLC** applicable hourly rate at the time the service is performed.

8. MANAGEMENT AND MAINTENANCE SERVICES

WizardsWebs Design, LLC typically only accepts work from Clients that subscribe to both Hosting Services and Management & Maintenance Services. Website Management & Maintenance includes (1) most premium plugin, theme, and SSL Certificate licensing costs, and (2) up to 2 hours per month of technical maintenance, on-page SEO work, and Client requested edits and changes. Work requested which exceeds the allocated hours may be charged at the standard hourly rate.

In the case where the Client does not subscribe to Management & Maintenance Services, any and all changes to a website requested by the Client will be invoiced at the standard hourly rate.

9. PHOTOGRAPHY / VIDEO SERVICES

WizardsWebs Design LLC can provide content services including digital photography and video. Rates depend on application and will be quoted on request. Unless otherwise quoted, stock photos, video, bulk optimization, domain registration, domain transfers and other outsourced services will be prepaid and added to invoice at the rate as determined by **WizardsWebs Design LLC**.

10. SEARCH ENGINE OPTIMIZATION SERVICES (SEO)

Unless otherwise agreed or quoted, **WizardsWebs Design LLC** will provide on-page SEO as part of the design scope for pages containing adequate business content. This work is done in accordance with industry best practices and experience. However, **WizardsWebs Design LLC** makes no warranties or representations of any kind regarding search engine results or position.

11. CAMPAIGN MANAGEMENT

Monitoring and management of paid search engine campaigns such as Google Adwords may be available as a service for an extra fee and will be quoted on request. Such services are not included in Management & Maintenance Services.

12. THIRD PARTY CONTRACTORS

WizardsWebs Design LLC does not typically outsource any services but reserves the right to outsource services or otherwise contract third party consultants and/or subcontractors if needed.

13. COPYRIGHTS AND TRADEMARKS

Client represents to **WizardsWebs Design LLC** and unconditionally guarantees that any elements of text, media, photos, or other artwork furnished to **WizardsWebs Design LLC** for inclusion in the website are either owned by Client, or that Client has license or permission from the rightful owner to use each of these elements. Client will hold harmless, protect, and defend **WizardsWebs Design LLC** and its subcontractors from any claim or suit arising from the use of such elements furnished by Client.

WizardsWebs Design LLC will endeavor to utilize only original or properly licensed content. Content whose source cannot be documented or is otherwise determined to be unlicensed will be removed.

14. DOMAIN NAMES

At Client's request, **WizardsWebs Design LLC** will make reasonable efforts to transfer ownership and/or registration information of any domain names which were registered on behalf of Client. Unless otherwise agreed, there is a \$50 fee to change the owner of record.

15. COPYRIGHT TO WEB PAGES

Unless otherwise agreed in writing, website design and elements created by **WizardsWebs Design LLC** are owned by **WizardsWebs Design LLC** and copyright is not transferred to Client. ***Upon final payment for design services, the Client is assigned non-exclusive, transferrable, single-use rights to the finished assembled website.*** Rights to photos, graphics, source code, themes, plugins, media, work-up files, and computer programs remain the property of their respective owners. Copyright to Client supplied text and images are retained by Client and will not be reused by **WizardsWebs Design LLC** unless permission is granted in writing by Client. **WizardsWebs Design LLC** retains the right to display graphics and other Web design elements as examples of their work in their respective portfolios. **WizardsWebs Design LLC** reserves the right to include a credit line and hyperlink back to its business website on all web pages designed.

16. REFUSAL OR DISCONTINUANCE OF SERVICE

WizardsWebs Design LLC reserves the right to refuse or discontinue service to anyone at the sole discretion of **WizardsWebs Design LLC**. **WizardsWebs Design LLC** shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that **WizardsWebs Design LLC** has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. **WizardsWebs Design LLC** reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

Client may discontinue service at any time by providing thirty (30) days written notice to **WizardsWebs Design LLC**. Any services which were prepaid may be refunded on a prorated basis by check within 60 days. Any amounts due **WizardsWebs Design LLC** at the time service is discontinued must be paid before the domain name will be released. Design services and retainers are not refundable.

17. CONFIDENTIAL INFORMATION

WizardsWebs Design LLC acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, as specified by the Client, including all materials containing such information, which are supplied by the Client to **WizardsWebs Design LLC** or developed by **WizardsWebs Design LLC** in the course of developing the site are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of **WizardsWebs Design LLC**.

18. BACKUP OF DATA

WizardsWebs Design LLC maintains periodic backups of files and data for accounts which subscribe to website maintenance only. Backups are provided as a service and are not guaranteed. For all other accounts, your use of the service is at your sole risk and **WizardsWebs Design LLC** is not responsible for files and data residing on your account.

19. NO WARRANTIES

WizardsWebs Design LLC makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by **WizardsWebs Design LLC** or its agents or employees shall create a warranty. **WizardsWebs Design LLC** provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall **WizardsWebs Design LLC** be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with **WizardsWebs Design LLC** service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

20. LAWS AFFECTING ELECTRONIC COMMERCE

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend **WizardsWebs Design LLC** and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

21. PAYMENT

WizardsWebs Design LLC invoices for hosting and website management & maintenance services quarterly, in advance. Services are invoiced in advance because they cannot be repossessed or returned in the case of non-payment. Services are invoiced quarterly to keep administrative costs low. Other services are invoiced for and are due at the time they are provided. Payment terms, if offered, are offered at the sole discretion of **WizardsWebs Design LLC**. You agree to make payment in full for the services ordered from **WizardsWebs Design LLC**, by the invoice due date. You agree that all setup fees are non-refundable once setup is completed. You agree that until and unless you notify **WizardsWebs Design LLC** of your desire to cancel any or all services received, those services will be billed on a recurring basis. You agree that if you are paying by credit card, prepayments will be billed and charged automatically, and that **WizardsWebs Design LLC** may apply the amount due to the provided card at any time. You agree that pro-rated refunds for unused time periods will be not provided in the event of account termination.

- You agree to a late payment fee of \$20 if payment is not received by the invoice due date.
- You agree that if a payment remains past due for 15 days past the invoice due date all services may be suspended. This means that the website will be taken offline and email services suspended. You understand that search engines may remove your site from their search results once they detect your website is offline.
- You agree to pay all over due amounts, late fees, and a \$35 service charge to reinstate an account that has been suspended.
- You agree that if a payment remains past due for 60 days past the invoice due date the account will be closed.
- You agree to pay any collection and attorney fees.

22. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication you may have had with **WizardsWebs Design LLC** or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

23. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

24. ARBITRATION

By using the Services, you hereby submit to the exclusive jurisdiction of the American Arbitration Association ("AAA") in connection with any dispute relating to, concerning or arising out of this Agreement. The arbitration will be conducted before a single arbitrator chosen by **WizardsWebs Design LLC** and will be held at the AAA location chosen by **WizardsWebs Design LLC** in Texas. Payment of all filing, administrative and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this paragraph. The arbitration before the AAA shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others.

The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this paragraph. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The arbitrator's authority to resolve and make written awards is limited to claims between you and **WizardsWebs Design LLC** alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. If you initiate litigation or any other proceeding against **WizardsWebs Design LLC** in violation of this paragraph, you agree to pay **WizardsWebs Design LLC's** reasonable costs and attorneys' fees incurred in connection with our enforcement of this paragraph.

25. JURISDICTION

This agreement shall be governed by the laws of the State of Texas.

26. ACKNOWLEDGEMENT

By ordering our services you are stating and acknowledging that you have read the "Website Design, Management & Maintenance Agreement" and the "Website Hosting Service Contract" and that you understand such terms and conditions and agree to be bound by them without exception. **WizardsWebs Design LLC** is responsible for keeping the current agreement available on its website.

WizardsWebs Design LLC reserves the sole right to modify this agreement at any time without notice. By continuing to subscribe to our services you are stating and acknowledging that you have read the changed terms and conditions and that you understand such terms and conditions and agree to be bound by them without exception.

Other Information

This is our account service contract. It is fairly standard legalese. Although it may sound harsh, rest assured that we have nothing but good intentions towards our customers. Like all of our policies, the contract is designed to maximize the efficiency and quality of our service for all customers.