



## **TERMS OF SERVICE**

### **I. PRIVACY POLICY**

DKL Web Design will never share your information with third parties unless required to do so by law or requested by you, the client. 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 on our website portfolio section.

### **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 DKL Web Design. 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 DKL Web Design 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 DKL Web Design. Domain name renewal and renewal fees are the responsibility of the client. If the client chooses to have DKL Web Design renew the domain name on behalf of the client, an additional service fee may 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. DKL Web Design 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 DKL Web Design 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. DKL Web Design cannot be responsible for intellectual property infringements on behalf of clients. Also, DKL Web Design 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 the following: client website questionnaire, signed or electronically submitted web design agreement, client logo (if applicable), payment of half of the initial web design/development fees, and any other element(s) required to be used in the design.

#### **VI. OUR TEN BUSINESS DAY TIMELINESS GUARANTEE**

**TEN BUSINESS DAY GUARANTEE FOR THE MOCK UP PHASE** - DKL Web Design takes pride in handling requests in a timely manner. Starting from the date of the project initiation as defined above, DKL Web Design will submit an initial mock-up to the client within ten business days or the client will be entitled to a \$50 discount off the balance of the initial web design 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 will be applied. The subsequent mock-ups will start from the time the feedback is given on the previous mock-ups.

**TEN BUSINESS DAY GUARANTEE FOR THE BUILD PHASE** - The build phase begins once the client has approved the mock-up phase. At that point, DKL Web Design will convert the approved mock-ups into a website format and add the text for the home page and all sub-pages within ten business days or the client will be entitled to a \$50 discount off the balance of the initial web design fees. This ten business day guarantee applies only to informational designed sites. The turnaround time on 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 mock-up, 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 these reasons, if DKL Web Design is waiting for content or other pieces of information, the client will be notified. If the client fails to handle the requests within ten business days, then DKL Web Design 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 mock-up within ten business days, by default, the mock-up is approved. If the client later wishes to change the design, additional charges may apply.
- **PAGE NAMES OR SITEMAPS** – If the client fails to provide the requested list of web pages within ten business days, by default, DKL Web Design 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.
- **PHOTOS TO USE IN DESIGN** – If the client requests a particular photo or photos, and the client fails to provide the required photo(s) within ten business days, substitute photo(s) may be used. If the client later wishes to change the substitute photo(s), additional charges may apply.
- **HOME PAGE TEXT** – DKL Web Design will provide a content writer for home page text. If, for a period of ten business days, the client fails to be available for a telephone interview with the writer, then the writer will compose the initial text without having interviewed the client. If the client is available for an initial interview in a timely manner, then the content writer will also provide revisions after the initial text has been written. If, for a period of ten business days, the client fails to offer any feedback on the home page text provided, then by default, that text is approved.
- **TEXT AND OPTIONAL PHOTOS FOR ALL OTHER WEB PAGES** – It is the client's responsibility to provide content for all other pages on the website. If the client provides all text (and optional photos) within ten business days, then DKL Web Design will add that content to the website. If the client fails to provide content for those pages within ten business days, then DKL Web Design will complete those pages with simple placeholder text such as, "ACME Chemical Company offers many XYZ services. For more information, please contact ACME Chemical Company." If the client wishes to modify this text later, additional charges may apply.
- **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, DKL Web Design 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 by visiting our DKL Web Design website [www.dklwebdesign.com](http://www.dklwebdesign.com). 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 additional charges may apply.

## **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 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, tables, graphs, etc., then less text will fit onto the web page. 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, an higher website plan package 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 mock-up phase, it is important to be clear on how revisions to the look of a website design are handled. The Web Design Agreement 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, etc. should be specified at that time, prior to the commencement of any design work. If any design preference stated in the Web Design Agreement form was not met, the adjustments will be made free of charge. Simply contact us by visiting our website [www.dklwebdesign.com](http://www.dklwebdesign.com). Or you may request, fill out and submit a Website Change Request form. If the client develops preferences or changes his/her mind after the completion of the work, maintenance will be made according to the client's selected website plan package. For example: 1-month FREE maintenance; 2-month FREE maintenance; 4-month FREE maintenance; 6-month FREE maintenance.

## **XI. DESIGNS FOR SUB-PAGES**

Unless otherwise specified in the Web Design Agreement form, sub-pages of any website will use the same design as the home page. Mock-ups 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 agreement and may incur additional fees.

## **XII. HOW WEBSITE UPDATE / MAINTENANCE REQUESTS ARE HANDLED**

FREE website update / maintenance requests are handled based on the client's selected website plan package (1-month, 2-month, 4-month, 6-month). Clients may send update requests by contacting us via our website [www.dklwebdesign.com](http://www.dklwebdesign.com). Or you may request, fill out and submit a Website Change Request form. Routine maintenance that fits into the allotted time specified in the client's website plan package is typically completed in about three to four business days. If a client requests updates / maintenance on his/her website AFTER the FREE maintenance period, he/she will be given a quote and, if approved, the additional work will be completed at a rate of \$40 per hour and the turnaround time will be based on workload issues.

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

Clients whose websites are hosted by DKL Web Design have access to emergency technical support during normal business hours. In the event of a website hosting outage (which is very rare), clients should leave a voicemail message and we will correct the problem ASAP. The phone number is listed on our website. Please note, technical support cannot be provided for clients' individual computer issues or for third party products or services.

**SPECIAL NOTE:** For clients who use the free business email account that comes with certain website plan packages, the business email account password and settings will be provided. It is the responsibility of the client to set up his/her business email on their computer and smart phone. If a client is unable to set up his/her business email, the client should contact their internet service company for assistance. DKL Web Design may assist. Additional service charges may apply.

## **XIV. THE CLIENT'S ROLE IN SECURITY**

A client who utilizes DKL Web Design's hosting service must agree to ensure any software on his/her computer is kept current and up-to-date. For example, any client utilizing Wordpress, website plug-ins, or other software on their computer must ensure the latest security patches are in place. If a client is uncomfortable with the process of updating their computer hardware/software, he/she must hire a qualified technician to assist in the process. If a client is uncertain whether this applies to his/her website, he/she must inquire with DKL Web Design. Clients are also required to use secure passwords on all logins. A secure password should include a minimum of eight characters, include a mixture of uppercase letters, lowercase letters, numbers, special characters, and should avoid commonly guessed characters/words. If a client fails to protect the security of their computer as described above, the client's account is in jeopardy of possible hacking.

## **XV. PAYMENT POLICIES**

**PROJECT FEES** - Unless otherwise stated, one-half of the initial website design and development fees is due upon project initiation. Upon project completion, the remaining balance is due in full within ten business days. NOTE: There may be a non-refundable fee.

**GOING LIVE** - Once the remaining balance is paid in full, the completed website will be moved from the initial development stage to the client's LIVE server. After the new website has been live for 48 hours, DKL Web Design will begin your FREE limited monthly maintenance service. Payment for renewable services such as domain registration and web hosting are due net 20.

**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 \$500, and that balance has not been paid within ten business days, the new balance on the complete project will automatically be increased to \$550. 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. Clients experiencing financial hardship should contact DKL Web Design to discuss payment options.

## **XVI. BILLING ERRORS**

If a billing error is noticed, the client should immediately contact DKL Web Design. 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, DKL Web Design reserves the right to bill clients for accidental undercharges for a maximum of up to three months.

## **XVII. SEARCH ENGINE OPTIMIZATION**

If your website plan includes Search Engine Optimization (SEO), we will register your website with Google©, Yahoo©, and Bing© search engines. We will index your website by optimizing key items such as title tags, local directory listings, anchor links and relevant keywords. Although many businesses and organizations would prefer their website to be placed high in major search engine algorithms, the search engine results are determined by many constantly changing factors. Some of these factors include third party search engines and the amount of competition on the Internet. Therefore, we cannot guarantee your website will be placed high in major search engines. However, we do guarantee that we will use search engine-friendly techniques when we build your website.

## **XVIII. SOCIAL MEDIA MANANAGEMENT AND EMAIL MARKETING**

DKL Web Design offers a variety of services, including social media management (Facebook, Twitter, Instagram, etc.) and email marketing. These services require a three month minimum activation since it takes time to ramp up the effectiveness of these campaigns.

## **XIX. QUALITY GUARANTEE**

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, business email account (if applicable), 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 on an hourly basis.

## **XX. TERMINATION OF SERVICES**

If the client changes his/her mind about doing work with DKL Web Design during the course of the initial web design, development phase, or mock-up phase, the client will be responsible for the amount of work already completed. Depending on the amount of work already completed at the time of cancellation, the client may receive 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.

## **XXI. THIRD PARTY VENDORS**

Third party vendors may have separate terms of service agreements. DKL Web Design 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. DKL Web Design cannot be held responsible for lack of functionality or any other aspect of third party services.

## **XXII. REFUSAL OF SERVICE**

DKL Web Design refuse to build websites which are pornographic, exploitative, hate-filled or anti-religious. We do not design websites containing nudity, racism, alcohol, gambling, casinos, and/or anti-government material(s). We also reserve the right to deny working with any business for any reason.

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

DKL Web Design reserves the right to change these terms of service at any time for any reason.