

Terms of Business

Terms of Business

These terms apply to any working relationship I enter into with new / existing clients. I recommend reading these terms fully before deciding upon using my services. These terms outline any obligations and expectations as well as the formalities regarding copyright, payment terms and proofing disclaimers.

Term Highlights

The following points are highlights from the official terms and conditions and these points are not exact terms themselves, but merely summarized highlights to bring your attention to the factual terms, available in the official terms and conditions PDF.

Just like yours, my time is valuable, so I continually develop my business practices to optimize efficiency and quality of service. While meetings are planned and booked at times to suit you, please be aware that in-office demands may take precedence and charges may apply if urgent meetings / call-outs are requested.

Project starts after payment is received in full.

Payments are non-refundable once any services have started.

I have a data storage policy, which outlines my obligations of storing a customer's project files (images, documents etc used to create a final project)

as well as the final project media (such as a website, logo, graphics, brochures etc).

Requested overtime is also detailed within the terms and conditions, which outline charges for any work undertaken at your request in hours outside of my normal working hours or on weekends / bank holidays. It's rare but unfortunately it does occur from time to time.

If you have any questions about these terms please don't hesitate to contact me.

Sections:

- **Business Terms**
- **Financial Terms & Charges**
- **Creative Media Terms**
- **Data Storage Policy**
- **Service Specific Terms**
- **Website Design Terms**
- **SEO Service Terms and Conditions**
- **Website Management Terms**
- **Web Hosting Terms**
- **Additional Terms**
- **Disclaimer and Wavier Abbreviations LMW: Means La Mejor Website. Client: Means the customer / the client.**

1. Business Terms

1. Contract: The instruction for work to commence and the payment required by the client constitutes a contractual agreement between the client and LMW. The instruction for work to commence and / or the required payment indicates the client has read and agreed to the Terms of Business outlined in this documentation.

2. Start date of works: Work on projects will commence within 1 working day from the date the required payment is paid and cleared unless a prior agreement exists.

3. Agreement of delivery: Acceptance of agreements and deposits by LMW constitutes their agreement to deliver the outlined project subject to these 'terms of business & services' and compliance of these terms by the acting client. This does not include customer satisfaction.

4. Delivery schedule: All projects are scheduled into existing time tables. LMW agrees to deliver the finished project by either the scheduled / estimated or agreed date of delivery subject to any disclaimers / waiver's as within. No compensations in financial or services are offered for projects completed after scheduled delivery dates. Any delays resulting from the customer through actions / non-actions will more than likely extend delivery dates! As such LMW offers no compensations for delays arising from such circumstances but will always seek to achieve agreed delivery dates and keep the customer informed on any such alterations required.

5. Customer satisfaction: Should the client be unsatisfied with the final media the project can be cancelled. Paid deposits are forfeited. Balances remaining will not be due. Intellectual copyright of final artwork / source code / images will remain with LMW as per 'Intellectual copyright' terms as within. Alternatively the project can be revised in order to rectify any dissatisfaction the client has and bring the project to a satisfactory state. No additional charges will be due unless revisions are deemed excessive, will take longer than the quoted hours estimated for the whole project or the project needs to be started from scratch.

6. Cancellation: The client may terminate the contract at any point but in doing so will forfeit the payment made. In instances where payments were not requested and formal agreement to these terms of business were respected

LMW reserves the right to charge for any hours worked at their hourly rate. All uncompleted designs remain the intellectual copyright of LMW as per the 'Intellectual Copyright' terms as within.

7. Office hours: Normal office hours apply Monday to Friday 9AM to 5PM. These are the scheduled working days.

8. Priority request & overtime: Priority requests are available to customers who require urgent work that needs to take priority over previously scheduled work. Such requests are charged at a 'priority request rate' (See Financial terms & charges). The number of available priority requests per working week are limited in number and the request of "rush work" can be rejected by LMW. Overtime (Saturdays & Sundays); is available to customers who require urgent work that needs to be done over a weekend at their request. Such overtime is charged at an 'overtime rate' (See Financial terms & charges).

2. Financial Terms & Charges

1. Quotations: The price quoted to a client is for the cost to complete the project as detailed in the quotation. Alterations or adverse changes to a project brief may result in a re-quote being delivered to the client where additional charges may or may not apply. Quotes are valid for the number of days stated on the quotation.

2. Deposit: In most of the cases Web Pack 1, Web Pack 2, eCommerce, SEO Packages a payment in full is required. A deposit of 50% if the total cost when the project exceeds the amount of \$1750 is required before work can commence. On occasions alternative deposit amounts are scheduled. After work commences this is non-refundable.

3. Payment options: Payment is currently accepted by bankers draft in US Dollars, Credit/Debit Card or cash unless otherwise agreed. Returned checks are deemed as non payment and may begin to incur late payment charges as detailed on the related invoice. See invoice terms for details.

4. Payment due dates: Invoices are due by the due dates stated on them. Late payments are subject to interest charges and service suspension where applicable, see invoice terms for details.

5. Representative customer: Invoices are made out to the customer on a business by business basis.

6. Call outs and meeting charges: Time is recorded from the departure of our offices up until our return and includes the time during the meeting / call out. Some exclusion's apply, which are detailed here within. Up to 1hr total = \$hourly rate. Minimum charge. Each additional hour = \$50% of hourly rate. Exclusions; Prospects / new customers are excluded from these charges. Pre-scheduled meetings that were quoted for or included in a project quote are excluded from these charges. Charges exclude any parts required or supplied as part of the service call out and in turn such parts will be invoiced separately. Meetings held at our offices are charged as described above and inline with any exclusions.

7. Hourly rate: The current hourly rate for non quoted projects or call outs or meetings as described above is \$65.00 per hour. Consecutive hours are charged at the same rate; such consecutive hours are subject to a 10% time allowance wavier before becoming chargeable.

8. Minimum charges: The minimum charge for any works is 1 hour at the current hourly rate. Open time sheet agreements are no longer available.

9. Priority request rates: Is charges at time and a half per hour. = \$Hourly rate + 50% of hourly rate, per hour.

10. Overtime rates: Is charged at double time per hour. = \$Hourly rate + 100% of hourly rate, per hour.

3. Creative Media Terms

1. Intellectual copyright: LMW will hold intellectual copyright of any material, including any source code and photography created for the client, until payment of the final invoice is made. At this time we will transfer the

intellectual copyright to the client. Copyright of stock imagery used in web or graphic designs are represented by their own respective copyright notices and intellectual copyright.

2. Client responsibilities with regard to copyright: In situations where clients provide images, text, animations or any other content for their website or media publication(s) they are legally responsible for ensuring that this material does not infringe any copyright laws. Photographs taken by LMW remain the copyright of LMW until payment of the final invoice is made.

3. Mock and draft designs: Any mock / draft designs supplied to the client by LMW remain the intellectual copyright of LMW. We reserve the right to use any un-used mocks / drafts in our portfolio and or in other design projects.

4. Accreditations: On all graphic and web design work LMW reserves the right to credit work to LMW with the inclusion of the company logo and / or worded statement / hyperlink where seen fit, limited to 1 x logo and 2 x text / hyperlink statements. Clients can request the exclusion of credits with prior agreement with LMW. Credit exclusions are chargeable at \$10.00 per media design. The client agrees that unauthorized removal of credits on designs such as websites will automatically impose the credit exclusion fee, charged at \$65.00. Should LMW fail to include accreditations in completed artwork or designs the client is not liable for a credit exclusion fee.

5. Proofing: Clients are responsible for final proofing of artwork and web designs. We check all our artwork and web designs before publishing, but clients are responsible for final proofing. LMW cannot be held liable for any errors found after the client has approved artwork for print or a web design for publishing.

6. Publishing, print & digital supply; Final artwork / source code / images are only published to the Internet / submitted to print / supplied to the client once the final invoice is paid.

4. Data Storage Policy

1. Data storage: LMW stores final client artwork / source code / images for a sufficient period preceding the completion of the project and up to a point when the project is deemed dormant. Dormant artwork / source code / images are catalogued and archived for a period of 5 years.
2. Client supply: Clients can request original artwork / source code / images to be supplied to them electronically, though they accept responsibility for the safe keeping of media files from that time and beyond any archive period detailed above.
3. Supporting files: Supporting files, used for the creation of any project(s) are deleted when the project is deemed dormant and therefore LMW holds no liability or responsibility to store such media files on their system(s). This excludes any photography work undertaken by LMW and thus such image files will be catalogued and archived as normal.
4. Backup liability: LMW takes appropriate precautions and practices to backup client artwork / source code / images through a range of backup and archive systems. LMW offers no guarantee or warranty for projects neither deemed dormant nor past any archiving period detailed above.
5. Wavier: In the event of an act of god or circumstances beyond their control, and ensuring all precautionary practices were followed, LMW holds no liability for the safe keeping or backup of client original artwork / source code / images nor the responsibility to re-create any such media files without fees.

5. SEO Services Terms and Conditions

La Mejor Website will provide Client with Search Engine Optimization Services (hereinafter referred to as “SEO”) as described in person, email or by phone. La mejor Website will use specific keywords and/or phrases to improve the search engine ranking of, and/or position the contents of the Client’s website.

All invoices must be paid in full in advance.

La Mejor Website's SEO services are intended to serve two main purposes:

1) to provide the Client with increased exposure in search engines, and 2) to drive targeted online traffic to the site.

La Mejor Website's SEO Services may include (but are not limited to):

Researching keywords and phrases to select appropriate, relevant search terms.

Obtaining "back links" from other related websites and directories in order to generate link popularity and traffic.

Editing and/or optimization of text for various html tags, meta data, page titles, and page text as necessary.

Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.

Recommend, as required, additional web pages or content for the purpose of "catching" keyword/phrase searches. Create traffic and ranking reports showing rankings in the major search engines.

For the purposes of receiving professional SEO services, Client agrees to provide the following:

Administrative/backend access to the website for analysis of content and structure.

Permission to make changes for the purpose of optimization, and to communicate directly with any third parties. Unlimited access to existing website traffic statistics for analysis and tracking purposes.

Access to a client email address (@domain or gmail) for the purposes of requesting links.

Authorization to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by (Company name) for search engine optimization purposes.

If Client's site is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages.

Cancellation.

All fees are non-refundable.

A 15 day notice is required prior stop or pause any SEO service, no exceptions.

All fees, services, documents, recommendations, and reports are confidential.

La Mejor Website has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.

Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, Boom Visibility does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.

Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, La Mejor Website will re-optimize the website/page based on the current policies of the search engine in question.

Some search directories offer expedited listing services for a fee. If the Client wishes to engage in said expedited listing services (e.g., paid directories), the Client is responsible for all paid for inclusion or expedited service fees. La Mejor Website can offer a list of expedited listing services upon request.

Linking to "bad neighborhoods" or getting links from "link farms" can seriously damage all SEO efforts. La Mejor website does not assume liability

for the Client's choice to link to or obtain a link from any particular website without prior consultation.

La Mejor Website is not responsible for changes made to the website by other parties that adversely affect the search engine rankings of the Client's website.

Additional Services not listed herein (branded copywriting, blitz campaigns, addition consulting, etc.) will be provided for a fee of \$65-\$250 per hour.

The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to La Mejor Website for inclusion on the website above are owned by the Client, or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend Boom Visibility and its subcontractors from any liability or suit arising from the use of such elements.

La Mejor Website is not responsible for the Client overwriting SEO work to the Client's site. (e.g., Client/webmaster uploading over work already provided/optimized). The Client will be charged an additional fee for re-constructing content, based on the hourly rate of \$200 per hour.

Notwithstanding any other provision of this Agreement, La Mejor Website obligation to provide free SEO services shall cease in the event the Client's conduct overwrites the SEO services provided. For example, if the client's webmaster uploads content without consulting La Mejor Website, then La Mejor Website's obligation to provide SEO services for free shall terminate.

6. Service Specific Terms / Website Design Terms

1. Website warranty: Websites come with a one month warranty from the published date to ensure system establishment and foundation. Any errors, defects, changes or minor additions are made without charge. Website management terms 1. Management plan terms: Website management agreements abide to a 'website management plan terms and conditions' as well as the conditions here within. Reference this agreement for details. Client web hosting terms

- Managed services: Web hosting, domain hosting and email hosting services are provided to clients as a 'managed hosting service' by LMW. Clients will have limited access and control to their allocated hosting space and services. All server side administration tasks (including cPanel access) and email account creation will be managed by LMW.
- Email storage: Clients are responsible to ensure their pop3 / imap email account(s) storage spaces do not exceed their quotas.
- Payment of charges: Service charges are to be paid by the due date stated on the invoice. Late or nonpayment of service renewal charges will lead to termination of any and all services contracted.
- Domain cancellation: LMW reserves the right to cancel any domain services following the nonpayment of service charges by their due date and in turn allow those domain names to expire and follow the industry standard process for those domain names to become publicly available for purchase.
- Transferring away: LMW will not charge for domain transfers away from their servers unless the client specifically requests for LMW to manage the transfer process to a new host and in turn fees would apply. However, all contracted services must be current and paid for prior to a transfer request commencing.
- Client responsibilities during transfers: Clients are responsible for ensuring that all email messages are downloaded or backed up from the server prior to a transfer as well as re-instating any website(s) and or database(s) on the new hosting platform after transferring to a new host. Unless the client specifically requests for LMW to re-upload / re-instate the website once the transfer process has completed, fees would apply.
- Uptime of services: LMW does not guarantee an uptime on services as such guarantees are set by their service provider(s).
- Open source solutions: Clients using an open source content management system, such as Wordpress or Opencart are responsible for the security and function of any such installation unless a 'Website Management' agreement is in place which undertakes the maintenance of securities and functions within the installation.
- User error downtime: LMW is not liable for website downtime caused by user installation of plug-ins / modules / add-ons, hacking, user

editing, or third party involvement. Any time required to rectify any such downtime is chargeable unless it falls within the website warranty period or a 'Website Management' agreement is in place which undertakes such circumstances and eventualities.

7. Liability

We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, our Site; or use of or reliance on any content displayed on our Site. In particular, we will not be liable for: (a) loss of profits, (b) loss of sales, (c) loss of business or revenue; (d) business interruption; (e) loss of anticipated savings; (f) loss of business opportunity, goodwill or reputation; or (g) any indirect or consequential loss or damage.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

8. Additional terms

- Where applicable we may impose additional terms and conditions individually respective of the media design/project concerned. These additional terms if any will be detailed in the quotation supplied for the media design/project concerned.
- Disclaimer and waiver
- Waiver of terms: Should LMW waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses

or commit LMW to waive the same clause on any other occasion. By agreeing to these terms and conditions your statutory rights are not affected. LMW reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above points be required please contact us.

- Delivery date extension: In circumstances and / or eventualities beyond our control LMW reverses the right to extend delivery dates if required. This includes situations such as system crashes, data loss, power failure, loss of Internet access, acts of god.
- Holidays: Where applicable LMW reserves the right to extend project delivery dates, scheduled website updates and meetings during times of scheduled holidays without limitation to family emergencies. Any such pre-scheduled holiday plans are taken into account when setting project delivery dates where applicable. Carlos Rivera –La Mejor Website, 713 S Pacific Coast Hwy Redondo Beach CA 90277 – www.lamejorwebsite.com – sales@lamejorwebsite.com