

## **Terms and Conditions for Younger Web Solutions Projects**

### **Authorization:**

The client is engaging Younger Web Solutions as an independent contractor for the specific purpose of designing and/or improving a website, hereinafter referred to as "web design project" to be published on the client's account on an Internet Service Provider (ISP), hereinafter refer to as "hosting service". The client hereby authorizes Younger Web Solutions to access this account, and authorizes the hosting service to provide Younger Web Solutions, 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 Younger Web Solutions to submit the completed web design project to major web search engines.

### **Payment:**

50% of total web design project cost is due to start the project, and the remaining balance is due upon acceptance of the design/layout, generally, after the main page is done, approximately half way through project. Payments are nonrefundable. In the event of a waiting list, a nonrefundable 25% deposit is required upon agreement in order to place you on the wait list for the start the web design project.

### **Completion Date:**

Younger Web Solutions and the client must work together to complete the web design project in a timely manner. The average start-to-finish timeline is about 8 weeks. If the Client does not supply Younger Web Solutions with complete text and graphic content for this web design project within 30 days of the date this agreement was signed, the contract is void and any deposits are forfeited.

### **Cancellation:**

There are no refunds for client cancellation or client scheduling conflicts. Once payment is made, work begins on your site. At this point the design fee is nonrefundable and will be held as a cancellation fee in the event of project cancellation.

### **Communication/Support:**

Due to time zone differences, odd hours, etc, all communication is done via email. You must be available via email during the design process. The amount of time it takes for you to reply is also dependent on the project length. (i.e. the longer it takes for you to reply.. the longer it will take to complete the project) Once your site goes live, you will be granted 45 days of initial support. Any needed support after the initial 45 days will be charged at our normal hourly rate.

### **Credit and Usage:**

All graphic work, illustrations, layouts are intended to be kept whole as given to you. All work done by Younger Web Solutions may not be used by anyone else but the specified client, and the domain name the art was originally designed for. (i.e. it may not be altered by anyone else) All preliminary mockups to include graphics, layouts, etc, which are not selected by the Client or are not included into the final delivery, remain the full property of Younger Web Solutions. Younger Web Solutions retains all rights to display artwork in portfolios and advertising materials. Email testimonials from clients may be posted on Younger Web Solutions. All website designs by Younger Web Solutions require a text link back to Younger Web Solutions unless other arrangements have been made. The client unconditionally guarantees that links back Younger Web Solutions will remain in place until such time as that

website design is no longer published on the Internet. Removal of this link is in violation of this agreement and subject to breach of contract.

**Security:**

No guarantees of security can be made regarding the administration area of the software system. All administration areas must be uploaded to a secure server for complete security. The password protection system included with the software is no guarantee of security. No private information should be added to an unsecure server that holds the software system. It is also advised that you purchase a secure certificate for your website.

**eCommerce Laws:**

The client agrees that the client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the web design project and will hold harmless, protect, and defend Younger Web Solutions and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the client's exercise of Internet electronic commerce.

**Hosting and Third Party Affiliates:**

Hosting and third party affiliates must be compatible with the requirements of the site Younger Web Solutions designs, and be one Younger Web Solutions is familiar with for ease of use. Failure to comply with these guidelines will result in a longer design process and possibly cancellations of the web design project and forfeiture of all design fees. All costs associated with the hosting, third party affiliates, and the domain name is client's responsibility. Hosting and third party affiliates are in clients name. Younger Web Solutions does not guarantee the service of the host or third party affiliates.

**Legal Notice:**

Notwithstanding anything to the contrary contained in this contract, neither Younger Web Solutions nor any of its employees or agents, 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 Younger Web Solutions be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, 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 your site visitor's computer or internet software.