

Terms and Conditions



01 This Agreement The "Client" refers to the entity or individual entering this agreement with 1st Source Web. This agreement constitutes the sole agreement between 1st Source Web and the Client regarding this Web Design Project. 1st Source Web agrees to provide the services set forth in this agreement. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized in writing by both Client and 1st Source Web, and may be subject to additional costs.

02 Scope of Services 1st Source Web's responsibilities with respect to the Web Design Project are limited to web design, and programming as set forth in the provided client proposal. 1st Source Web cannot guarantee any predetermined return on investment. 1st Source Web does not offer online marketing or any other marketing services unless noted in signed agreement and client proposal.

03 Domain Names Website will be placed on a temporary domain until Client's current domain information/access has been provided to 1st Source Web. In the event of a domain change, Client is responsible for responding to communications made by 1st Source Web in an effort to change domains. 1st Source Web is not liable for any loss of e-mail or any delays that may be caused by domain changes.

04 Design Credit A courtesy link to 1st Source Web will appear in small unobtrusive type within the footer of the Client's website. The Client also authorizes 1st Source Web to publicize their completed website to web search engines, as well as other directories and indexes.

05 Third Party Services 1st Source Web is not liable for any third party services and/or software for which the Client has separately contracted. 1st Source Web is only responsible for services set forth in this Agreement.

06 Unprofessional Conduct 1st Source Web reserves the right to refuse service to the Client should the Client engage in unprofessional conduct with 1st Source Web. Unprofessional conduct may include but is not limited to: profanity, discrimination, harassment, threats of slander, libel or blackmail, or unethical practices. If the Client engages in any of these or other unprofessional practices, 1st Source Web will halt work immediately and resolve unfinished work per the Refund Policy.

07 Assignment of Project 1st Source Web reserves the right to assign portions of the Web Design Project to subcontractors as necessary, to ensure the appropriate experience and expertise level is obtained for the Web Design Project and to enable on-time completion.

08 Legalities Notwithstanding anything to the contrary contained in this contract, neither 1st Source Web nor any of its employees or agents warrants that the functions contained in the web design project will be uninterrupted or error-free. In no event will 1st Source Web be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of, failure to meet agreed deadlines, or inability to operate the website, even if 1st Source Web has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. That said, 1st Source Web will take all reasonable action to ensure that the Client's web service needs are fairly met. 1st Source Web will not be liable or become involved in any disputes between the website owner and their clients and cannot be held responsible for any wrongdoing on the part of the website owner. 1st Source Web is not responsible for your use of the sample terms and conditions listed on the website. - Use at your own risk. The default terms and conditions provided can be used with the following disclaimer: The descriptions and suggestions are not legal, tax or financial advice. 1st Source Web does not guarantee the legality of any phrasing or provisions offered or derived from these descriptions and suggestions. Client should consult with an attorney to ensure that terms and conditions are sufficient to meet the client's needs and appropriate for your jurisdiction and are legally binding on your customers.

09 Arbitration The Client and 1st Source Web agree that any and all disputes arising out of the terms of this Agreement, their interpretation, and any of the matters herein, shall be subject to binding arbitration in San Diego County before the American Arbitration Association. The Client hereby agrees to waive his or her right to a jury trial as to matters arising out of the terms of this Agreement. The Client and 1st Source Web agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. The Client and 1st Source Web agree that the prevailing party in any arbitration shall be awarded their reasonable attorneys' fees and costs. To the extent permitted by law, either party may seek provisional relief from any court with jurisdiction to grant such relief to preserve the status quo, prevent irreparable harm, or to prevent the frustration of the purpose or effectiveness of any arbitration.

10 Browser Compatibility 1st Source Web tests web design functionality on the following browsers: Chrome, Internet Explorer and Firefox via PC and Safari via Mac. 1st Source Web cannot accept responsibility for incompatibility on dated browsers, future browsers/browser version upgrades or lack of plug-ins/helper programs if more advanced (non-standard-compliant) technology is used after or before the website has been started via signed agreement. 1st Source Web cannot accept responsibility for incompatibility on devices such as a mobile phone. Mobile browser compatible websites require an additional proposal.

11 Privacy 1st Source Web does not share or sell any of Client's details with third party companies, without Client's express permission.

12 Data Entry Data entry is not included. Client is responsible for all data entry of products or other content when there are more than 10 items to enter throughout the website pages. Additional data entry requires a quote.

13 Copyrights and Trademarks The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 1st Source Web for inclusion in web pages 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, indemnify, protect, and defend 1st Source Web from any claim or suit arising from the use of such elements furnished by the Client. Copyright to the finished assembled work of web pages produced by 1st Source Web is owned by the Client. Upon final payment of this contract, the Client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Any scripts, applications or software written by 1st Source Web remains the copyright of 1st Source Web and may only be commercially reproduced or resold with the permission of 1st Source Web. 1st Source Web retains the right to display graphics and other Web design elements as examples of work completed in its portfolios and marketing materials.

14 Website Completion 1st Source Web and Client agree to work together to complete the Web Design Project in a timely manner. 1st Source Web agrees to work expeditiously to complete the Web Design Project as quickly as possible upon receipt of Client's text and graphic materials. 1st Source Web is not responsible for delays due to the Client not responding in a timely manner to email questions/phone messages that slow the completion of the website. Client agrees to proactively provide feedback and all website content within two calendar months. If Client has failed to respond to 1st Source Web regarding project details, and/or failed to provide website content within two months of signing agreement, additional fees may apply. 1st Source Web requires written approval of Client satisfaction regarding homepage design before continuing with the website building process of all XHTML/HTML/PHP pages/features, etc. Once written approval has been made any other changes will require an additional quote depending on complexity of request.

15 Security Client is solely responsible for website security firewalls and removal of any malicious activity or known virus attacks on the website. 1st Source Web may remove the website from the server without any prior notice to Client if any virus or malware is found on the website until the website has been professionally cleaned by a third party cleaning service. 1st Source Web is not responsible for any errors due to outdated software, software versions or outdated scripts used on the website or changes that Client has made on the website. 1st Source Web reserves the right to quote separately for correcting any errors due to outdated browsers, software, etc. that are beyond the control of 1st Source Web.

16 E-Commerce Client is responsible for arrangement of the collection of payment related to applicable tax and shipping fees. Client will be responsible for collecting, and managing all end customer payments. Client will collect credit card and personal information for the purpose of conducting transactions. Client will be solely responsible for maintaining storefront product listings. 1st Source Web is not responsible for the accuracy of information obtained through the payment method, tax options and/or payment merchant service. Client is responsible for any additional taxes and duties imposed on the transactions. Client may be subject to foreign tax obligations by selling to buyers. Client is solely responsible for complying with all domestic and foreign tax, shipping, and export laws.

17 SSL Certificates SSL Certificates will be charged on a yearly or triennial basis from the date of signed agreement. Charges will automatically debit from the credit card on file upon renewal date. SSL renewal fees are subject to change. 1st Source Web may discontinue the SSL Certificate and services if Client is delinquent on any payment of fees. If a Client's account is delinquent, Client agrees that 1st Source Web may communicate regarding delinquency via email.

18 Abusive Activities and Other Threats Client agrees not to use 1st Source Web server(s) or clients hosted website as a source, intermediary, reply to address, or destination address for mail bombs, internet packet flooding, packet corruption, denial of service, or other abusive activities that threaten the stability of our network or will damage the systems of, or cause a disruption of internet services to, 1st Source Web, our customers, or third-parties. Client agrees that 1st Source Web reserves the right to remove clients website temporarily or permanently from 1st Source Web server(s) if in violation of this Agreement and/or there are activities that threaten the stability of 1st Source Web network(s). Client further acknowledges and agrees that 1st Source Web reserves the right to scan clients hosted account for malicious content (e.g., malware), and that, in the event any such content is discovered, it may be removed in 1st Source Web's discretion for security purposes.

19 Payment Schedule & Refund Policy The Client acknowledges that the total deposit due upon signing of agreement shall be non-refundable. All payments agreed upon will be automatically debited from credit card on file per payment schedule stated in agreement. 1st Source Web reserves the right to remove any web design files from viewing on the Internet on temporary domain if client's payment becomes delinquent. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by 1st Source Web. 1st Source Web accepts credit card only for all web design services. Credit card is required for monthly automatic debit for Service Plan fees. Services requested by the Client by phone or e-mail beyond those detailed in the agreed upon proposal are subject to these terms and conditions. Stock Photos: Client shall be invoiced for any stock photo credits and must be paid in full before release of any website files. Stock photo pricing is subject to change. Edit and change policy: *Service Plans include unlimited changes to text and images only within website structure unless otherwise noted. Service Plans do not include changes to structure, layout, additional pages, etc. These changes to the website are available for additional fees and are not included in this Agreement. Payment options can be agreed upon in writing, including e-mail correspondence, to include processing a credit card on file if requested. 1st Source Web may discontinue monthly services if Client is delinquent on any payment of monthly fees. If a Client's account is delinquent, Client agrees that 1st Source Web may communicate regarding delinquency via e-mail. Service Plans require a 12 month agreement, unless otherwise noted in agreement. Marketing Plans require a 3 month agreement, unless otherwise noted in agreement. After contract date has been reached, billing will continue on a monthly basis. Cancellation request must be submitted 30 days prior to next billing cycle. Cancellations for Service Plans done after 12 month agreement must be sent via e-mail to info@firstsourceweb.com. Early cancellation of Service Plans will require a \$200 cancellation fee. Cancellation will take effect on the following billing cycle month after cancellation has been confirmed.

I agree to The **Terms and Conditions** outlined herein

Name: _____ Signature _____ Date: _____

This document represents the final agreement of work to be performed by 1st Source Web. Any previous drafts or versions of this proposal are invalid. No verbal or implied conditions or agreements will be approved unless authorized in writing by 1st Source Web.

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