

# 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 offers a range of services, which may include, but are not limited to, custom website design, programming, and development; assistance with domain setup, management, and changes; creation of custom logos tailored to the Client's brand identity; creation, writing, posting, and management of blog content to enhance the Client's online presence; development and management of social media strategies, content creation, and posting to engage the Client's target audience; creation and setup of downloadable PDF documents designed to collect email addresses for the Client's marketing campaigns; and provision of website and email hosting services, ensuring reliable and secure operation of the Client's online assets. Only the services explicitly outlined in the signed agreement will be provided. Websites will be placed on a temporary domain until the Client provides current domain information/access. In the event of a domain change, the Client is responsible for responding to communications from 1st Source Web to facilitate the change. 1st Source Web is not liable for any loss of email or delays caused by domain changes, and cannot guarantee any predetermined return on investment. Service Plans include unlimited changes to text and images within the existing website structure unless otherwise noted. Structural changes, layout modifications, additional pages, and similar alterations are available for additional fees and are not included in this Agreement. Edit and change policy: Payment options can be arranged in writing, including via email, and may involve processing a credit card on file for changes beyond the original scope. Data entry is not included. The Client is responsible for entering more than 10 items of content or products. Additional data entry requires a separate quote. 1st Source Web and the Client agree to collaborate in completing the project in a timely manner. 1st Source Web commits to working expeditiously upon receiving the Client's text and graphic materials. The Client is responsible for providing feedback and all website content within two calendar months. If the Client fails to provide the necessary materials or respond to communications within this period, additional fees may apply. Written approval of the homepage design is required before proceeding with the website's development. Any further changes after approval may require an additional quote based on the complexity of the request.

**03 Third Party Services & Project Delegation** 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 the services set forth in this Agreement. 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.

**04 Liability, Security, Privacy & Force Majeure** 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 marketing project will be uninterrupted or error-free. Neither party shall be held liable for any failure or delay in performance under this agreement caused by events beyond its reasonable control, including but not limited to acts of God, government regulations, wars, cyberattacks, natural disasters, or disruptions to third-party services. 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 marketing needs are fairly met. 1st Source Web does not share or sell any of Client's details with third party companies, without Client's express permission. 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. The Client is responsible for ensuring that the collection and use of email addresses complies with all applicable privacy laws, including but not limited to GDPR and CAN-SPAM regulations. 1st Source Web is not responsible for the Client's compliance with these laws.

**05 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.

**06 Browser & Platform Compatibility Disclaimer** 1st Source Web tests website functionality on the following browsers: Chrome, Firefox, and Internet Explorer on PC, and Safari on Mac. However, we cannot accept responsibility for compatibility issues arising from outdated browsers, future browser updates, or newer browser versions released after the site has been completed. Additionally, we cannot guarantee compatibility with mobile devices, as mobile-specific compatibility may require an additional proposal. The compatibility of WordPress, Shopify or any other design platform, including themes and plugins/extensions, with specific browser versions or

future updates, cannot be guaranteed. Browser version updates, plugin incompatibility, and theme updates may affect the performance and appearance of the website, and ensuring ongoing compatibility may require further updates or support agreements. Please note that this is particularly relevant when non-standard technologies are used or introduced after the website project has been initiated.

**07 Design Credit, Copyrights & Trademarks** 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. 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, marketing materials, graphics, and text contained in the finished assembled website and/or marketing services. 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.

**08 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.

**09 Unprofessional Conduct & Abusive Activities** 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. 1st Source Web will not be liable or become involved in any disputes between the Client and their clients and cannot be held responsible for any wrongdoing on the part of the Client. 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' websites 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 accounts for malicious content (e.g., malware), and that, in the event any such content is discovered, it may be removed at 1st Source Web's discretion for security purposes.

**10 Pricing Adjustments** 1st Source Web reserves the right to adjust the pricing for ongoing monthly services at any time. Should any such adjustments be made, 1st Source Web will notify the Client of the new pricing via email at least 30 days prior to the new rates taking effect. Continued use of 1st Source Web's services after the effective date of the price change will constitute the Client's acceptance of the new pricing. Client acknowledges that no additional signature or written consent is required for price adjustments once notice has been provided. 1st Source Web may review its pricing on an annual basis and adjust rates accordingly to reflect changes in inflation, cost of living, or scope of services. Clients will be notified of any adjustments at least 30 days in advance.

**11 Payment Schedule** All payments agreed upon will be automatically debited from credit card on file per payment schedule stated in agreement. 1st Source Web accepts credit cards 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 email 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. 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 the contract date has been reached, billing will continue on a monthly basis. 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. Domain Name Renewals will be charged on a triennial basis from the date of initial purchase to the credit card on file upon renewal date. SSL renewal fees and Domain Name Renewal Fees are subject to change.

**12 Refund Policy & Termination of Services** 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. 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 email. The Client acknowledges that the total deposit due upon signing of agreement shall be non-refundable. Cancellation requests must be submitted 30 days prior to the next billing cycle. Cancellations for all service plans done after the 12-month agreement must be sent via email to info@firstsourceweb.com. Early cancellation of marketing plans will require a \$200 cancellation fee. Cancellation will take effect on the following billing cycle month after the cancellation has been confirmed.

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

Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

*This document constitutes the final and complete agreement between the Client and 1st Source Web regarding the work to be performed. All previous drafts, versions, or proposals are rendered null and void. Any additional terms or agreements, whether verbal or implied, must be confirmed in writing and authorized by 1st Source Web to be considered valid.*