



# MASTER SERVICES AGREEMENT

## Introduction

Although there is also some unavoidable standardized legalese at various places in the document, we endeavor to present everything in plain language. To do this, we frequently use terms like “we” and “you.” “We,” “us,” “our,” and “the Company” means Hashem Yaazor LLC, a corporation registered in the State of OHIO. “You,” “your,” “Customer” or “Client” in this document is you, our Client.

## Current Hourly Rate

Throughout this document, reference is made to our current hourly rate. This rate is defined as our hourly rate that is in place at the time a service is requested, not at the time this agreement is signed. We will provide you with our current hourly rate upon request.

## The Project

You are hiring us to complete your project according to the specific scope of work we described in the proposal of services document you will receive. The proposed cost of the project in the proposal includes only this work. When you hire us, we are independent “work for hire” contractors and not employees of you or your business.

## Availability and Communication

We are available via email and phone Monday through Thursday from 8:00 am to 5:00 pm, Fridays from 8:00 am to 12:00 pm Eastern time. Our normal response time is one business day, though our response time may vary. We do not work on weekends or holidays. Clients with current website management services receive priority response times.

Office phone and email are the primary means of communication accepted for our work together. We do not communicate via mobile phone, text message, social media, or instant/private messaging (like Facebook Messenger) since we cannot track these requests as a team. No response will be made to any messaging or notices through those unapproved means as those methods of communication will not be monitored by support personnel.

## The Proposal of Services

The Proposal of Services details the work we will deliver to you, including without limitations, the deliverables and specifications thereto, and any and all compensation to be paid for such work. If additional services are requested by the Client, the parties may enter into one or more other Proposals of Service signed by the parties. Notwithstanding the foregoing, the terms of any Proposal of Services entered into between the parties, shall be in addition and supplemental to the terms of this Agreement. If there is a conflict between this Agreement and any part of the Proposal of Services, the terms of the Proposal of Services shall be binding regarding scope of work and the fees for said work.

## Time Frames

It is our experience that a typical website design project takes about 6 weeks (not including holidays). This is a rough estimate and depends on a number of factors, including but not limited to the complexity of your project, our current workload, material availability, and any problems that might arise as we work on your project. **Unless specifically defined in the Proposal of Services, we do not guarantee website launch by a specific date. As a matter of law, for this contract time shall be considered to be NOT of the essence unless agreed upon by all parties in writing and made a part of the contract.**

We have an active queue of work and we do not place your project in that queue until your deposit (explained below) has been received. While we endeavor to start your project quickly, we will not begin your project until it reaches the front of our queue so that it can receive our full attention.

## Delayed, Suspended and Abandoned Projects

In our experience, projects can often stall as we wait on assets, information, feedback, approvals, etc. we have requested from you. While we are waiting on your response, we will normally begin to work on other projects to make efficient use of our time.

**A project is considered delayed if your response to our request for assets, information, feedback, approvals, etc. is delayed for more than 5 business days.** When a project is delayed, we may remove it from our active queue and place it at the back of the line. Work will resume on a delayed project when we have received what was requested and our queue of work allows us to focus on your project again.

**A project is considered suspended if your response to our request for assets, information, feedback, approvals, etc. is delayed for more than 45 days without a reasonable cause as determined by us.** When a project is suspended, an invoice for the remaining balance of the project shall be sent and considered due upon receipt.

**ONCE A PROJECT IS CONSIDERED SUSPENDED, IT IS THE SOLE RESPONSIBILITY OF THE CLIENT TO REACTIVATE THE PROJECT BY (1) SUPPLYING ALL ITEMS NECESSARY TO COMPLETE THE PROJECT AND (2) PAYING THE BALANCE OF THE PROJECT IN FULL.**

After a project is considered suspended, we will not perform any additional work on the project until the project has been reactivated as explained above.

**A project is considered abandoned if your response to our request for assets, information, feedback, approvals, etc. is delayed for more than 90 days without a reasonable cause as determined by us. WHEN A PROJECT IS ABANDONED, ANY MONIES PAID TO US FOR THE PROJECT IN QUESTION SHALL BE FORFEITED.**

Unless specifically provided otherwise in the Proposal of Services, if any website project is not completed within sixty (60) days from the commencement of Phase One due to delays caused by the client in providing necessary assets, information, feedback, approvals, etc., we reserve the right to begin charging website management fees as detailed in the Proposal of Services.

## Rush Projects

Projects requiring a "Rush" will typically incur at least a 50% markup of the total project cost. This increase is necessary to cover the overtime and additional costs incurred to complete your project in the time frame you require.

## Change Budget

Changes to the scope of work detailed in the Proposal of Services typically incur additional costs and time. At our discretion, we may include a Change Budget in the Proposal of Services to accommodate such requests. The Change Budget shall apply only when changes to the original scope of work or previously approved items are requested. We will create a supplementary scope of work and cost estimate for the requested changes. Upon your approval, the cost for these changes will be payable either immediately or included in the final project invoice at our discretion.

## Payment Schedule

In consideration of the services to be provided hereunder the parties agree that the Company shall be paid in accordance with any Proposals of Service executed by the parties pursuant to this Agreement.

Our standard Website-as-a-Service (WaaS) payment terms are:

- One-time \$250 setup fee + \$250/month with a 36-month non-refundable commitment. The setup fee becomes due and the monthly commitment begins immediately upon execution of the Proposal of Services and this Agreement.

Our standard eCommerce Website-as-a-Service (eWaaS) payment terms are:

- One-time \$500 setup fee + \$500/month with a 36-month non-refundable commitment. The setup fee becomes due and the monthly commitment begins immediately upon execution of the Proposal of Services and this Agreement.
- At our discretion and subject to the terms specified in the Proposal of Services, the eWaaS setup fee may be adjusted to reflect the complexity of the eCommerce / LMS website. Should changes be made to this fee they will be disclosed prior to the signing of the Proposal of Services or upon substantive modification of the original project scope upon agreement by all Parties.

**The project must be paid in full prior to any change of hosting or website management, subject to the discretion of the Company.**

Certain optional services and their fees will be specifically detailed in the Proposal of Services.

## Payment Methods

Payment to us can be made using check, ACH, or major credit card. We may require a specific payment method at our discretion.

### Credit card surcharge:

If a payment exceeds \$500 and you elect to pay by credit card or PayPal, a 3% surcharge will be added to your invoice to cover processing charges.

## Late Payment and Collections Policy

All invoices pertaining to web hosting, security, maintenance, or any other work on your website are payable on receipt. If an invoice goes unpaid for more than 30 days after the invoice was sent, **WE RESERVE THE RIGHT TO SUSPEND YOUR WEBSITE FROM PUBLIC VIEW UNTIL ALL OUTSTANDING BILLS ARE CURRENT.**

Amounts due and unpaid shall bear an interest at the rate of twelve percent (12%) per annum. Client agrees to pay all costs of collection, including reasonable attorney's fees, as additional sums owed under this Agreement. Client further acknowledges and agrees that if a check tendered for payment is not honored by the bank for non-sufficient funds ("NSF"), it will not be re-deposited. If the bank does not clear the check, the Client will incur a fee of \$30. The Client must immediately send a certified check or money order for the amount due, including the NSF fee, to the Company to cover returned check.

## Termination and Refunds

This Agreement may be terminated immediately by either party upon written notice for any of the following:

- Upon five (5) days prior written notice by either party to the other party, or
- If the other party defaults in the performance of any material provision of this Agreement, which default is not cured within thirty (30) days after written notice from the non-defaulting party.

**IF YOU WISH TO TERMINATE THE PROJECT AFTER THIS AGREEMENT HAS BEEN EXECUTED, YOUR INITIAL 50% DEPOSIT IS NON-REFUNDABLE FOR ANY REASON.**

**IF YOU ELECT TO TERMINATE THE PROJECT AT ANY POINT AFTER PHASE THREE HAS BEGUN (AS DEFINED IN “OUR WEBSITE CREATION PROCESS” BELOW), YOU WILL BE LIABLE FOR THE ENTIRE COST OF THE PROJECT.**

If we elect to terminate a project, we will create an estimate of the percentage of the scope of work that has been completed. If the percentage of work completed is less than the percentage of the project that has been paid, we will issue a refund for the difference. If the percentage of the project that has been completed is more than the percentage of the project that has been paid, an invoice will be issued for the difference.

Assets for a terminated project (such as the website, custom graphics, etc.) will be delivered to the client when the client's account reaches a zero balance.

## Intellectual Property Rights (Who Owns What)

“Intellectual property rights” means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

Your new website will be built using the WordPress content management system. WordPress and its associated software are “open source,” distributed under the GNU General Public License. We use WordPress to power your website, but neither of us “own” WordPress or the third-party plugins used to add features to your website. When you hire us to build your website, you are not purchasing WordPress, you are retaining our services to create a customized website using the WordPress system.

When we utilize images or other content that are licensed for use on your website by a third party, that party retains ownership of the content in question according to the terms of their own license agreements. For example, if we use a stock photo on your site, you typically pay for the license to use the photo on your site but you do not own that photo. If you have questions about licensing issues like this, just ask.

Depending on the scope of work for your project, we may utilize text, images, or other content generated by Artificial Intelligence (AI) systems. The intellectual property rights, including copyright and ownership of such AI-generated content, may involve unique considerations and could be subject to claims by third parties. Other details pertaining to AI-generated content are addressed below.

When your project is completed, or payment in full for your project has been received, and provided that this contract hasn't been terminated, we'll assign intellectual property rights to you as follows:

- You own the website and visual elements we create for you and you may do whatever you want with it. Upon request, we will provide the source files for any custom artwork that was created for your project. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.
- We own any intellectual property rights to anything we have developed prior to, or separately from this project. During the process of creating your website, we may create design, code, functionality, and processes. While this work is used on your website, we retain ownership of these as our intellectual property and reserve the right to use them in future projects. This re-use helps us serve our future clients better, just as your website will benefit from what we have learned and developed in previous projects.

## Our Website Creation Process

Our typical web site creation process is described below. This process may change based on the requirements of your project. If changes to this process are required, they will be outlined in the Proposal of Services.

### PHASE ONE: Content

- At the beginning of your project, we will provide a Content Guide to assist you in the process of collecting the content we will need to create your new website.
- If you select our professional content creation service, our content writer will contact you and manage the collection and creation of the content.
- We will also give you a "Design Brief" that will help us understand the colors and designs you prefer for your new website which will be used in Phase Two.
- If a logo design is part of the project, we will not begin to create the design concept until your new logo has been completed since we want the new design to coordinate with your new logo.
- Phase One concludes when we receive in full the assembled content for the website, including the completed Content Guide, Design Brief and all assets (logos, photos, videos, etc.) that will be used on the website.

### PHASE TWO: Concept

- Based on the information you provide in the Design Brief and other assets you supply, we will produce a design concept that has been created to effectively reach your target audience.
- We will work with you to adjust the design concept until you are satisfied.
- Phase Two concludes when you submit written approval of the design concept for your website.

### PHASE THREE: Development

- The design concept layout approved in Phase Two is converted into a customized WordPress website, pages are built and functionality is added.
- Phase Three concludes when we complete the website and submit it to you for revisions.

### PHASE FOUR: Revisions

- You review the website for design and content and create a list of revisions that need to be made.
- Revisions are minor updates (as determined at our discretion) and changes to existing content.

- The Change Budget is used for change requests such as but not limited to:
  - New functionality you want to add to the project
  - Revisions to previously approved items, including design concepts approved in Phase Two
  - Other revisions requested in this phase that would exceed 4 hours in total to accomplish
- Phase Four concludes when you submit written approval to launch the website, and the final payment is received.

## PHASE FIVE: Launch

We will publish your website so that it is viewable on your domain name. *Important Note: Due to the nature of the Internet, it can take 24 hours or longer for a newly published website to be viewable by everyone.*

## Compatibility

Your new website will be designed for viewing on modern screens for desktops, laptops and mobile devices. We test for compatibility in the following desktop web browsers: Microsoft Edge, Mozilla Firefox, Apple Safari and Google Chrome. We test for compatibility on the following mobile web browsers: Apple Safari (iOS) and Google Chrome (iOS and Android).

**Unless specifically included in the scope of work, we do not code for web browsers or operating systems older than the current release or for those in pre-release or beta at the time the project is begun. There will normally be additional charges for this work.**

## Theme and Plugin Licenses and Updates

As we determine the architecture of your website, we may choose to utilize premium WordPress themes and plugins that require an annual licensing fee for ongoing updates and support.

- Premium themes and plugins used on your website are provided at their current software version. Payment for and implementation of any future updates are your responsibility alone if you do not participate in our Website Management Services as outlined below.
- Future updates and security patches for premium themes and plugins are covered as part of our website management service.
- **WE CANNOT GUARANTEE UPDATES OR SECURITY PATCHES FOR ANY PREMIUM THEMES AND PLUGINS USED ON YOUR SITE IF YOU OPT NOT TO PARTICIPATE IN OUR WEBSITE MANAGEMENT SERVICE (see below).**

## Changes After Launch

The design project described by the Scope of Work in the Proposal of Services concludes when your website is launched. Though we are happy to help you with changes to your website after launch, any changes or modifications that were not included in the original scope of work, other than fixing existing bugs (see below), are billable at our current hourly rate at the time of the request.

**An “existing bug” is an error in the programming we provided that existed prior to launch and affects the operation or appearance of your website.**

Additional costs at our current hourly rate will be incurred for future support requests such as but not limited to:

- Your website has problems or stops working after an update to WordPress or any plugins or software you are using (note: our website management plans cover these ongoing compatibility issues, see below).
- You or a third party add code or a plugin to your site that affects its operation.
- You need assistance adding new plugins or features to your site that weren't included in the original project.
- A new version of a web browser has issues displaying your website properly.
- You or a third party make changes or alterations to any part of the site.
- Your site gets hacked or compromised and/or you lose files or data.
- You or a third party disable, remove, or alter plugins that are necessary for backups, security, or other core functions of your website.
- You or a third party migrate your site to a new hosting provider, change DNS settings, or alter server configurations.

## The Use of Third-Party Assets

By providing any assets such as text, images, artwork or any other elements to us, you guarantee that they are either owned by you or that you have secured permission from the owner to use them. You agree to protect us from any claim by a third party that the assets you supplied to us are their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or that we have obtained appropriate permission from the owner to provide them to you.

Securing the appropriate licenses for photography that you provide to us to use on your website is your responsibility. You assume the full risk of liability for the use of all images. If you are in doubt of the licensing status of an image, contact the original artist before providing it for us to use in your design project.

We often utilize royalty-free images obtained from stock photo websites. The cost for licensing this stock photography is not included in the proposal unless specifically itemized. We will secure your approval before purchasing any stock photography. Stock photo charges are typically billed on the final project invoice.

## Website Hosting

**Our proposal pricing is based on the assumption that you will purchase our website management service, which includes website hosting on our server.** This hosting is designed to complement our workflow for the ongoing management of your website.

We strive to ensure that sites hosted by us are available 99.9% of the time during each monthly billing cycle. If this service level is not met, you may be eligible for a credit towards future billing cycles, based on the duration of unavailability. Unavailability is defined as your website being unresponsive or returning a server error for more than 60 consecutive seconds, excluding issues caused by local, regional, national, or international outages.

Unavailability due to scheduled maintenance is excluded from these conditions and does not qualify for service credits. Scheduled maintenance is announced at least two days in advance and does not exceed one hour per month, usually occurring during off-peak hours (typically early morning).

Service credits are calculated as a percentage of the bill for the affected billing cycle. The credit percentage is determined by dividing the minutes of unavailability by the total minutes in that cycle. Customers must request service credits within seven days of the unavailability.

### **Third Party Hosting**

At your request, and at our sole discretion, we may agree to manage websites hosted on other services, though this will typically incur a surcharge.

If you choose not to use our hosting services, we make no guarantees or representations regarding any third-party hosting services, including their performance, support, reliability, or security. We are not liable for any issues, damages, or losses arising from third-party hosting providers, including server downtime, data loss, or security breaches. The chosen hosting provider is solely responsible for resolving any hosting-related issues, and all claims or disputes must be directed to them.

**ANY WORK REQUIRED TO ADDRESS PROBLEMS THAT WE DEEM TO BE RELATED TO THIRD-PARTY WEB HOSTING WILL BE BILLED AT OUR CURRENT HOURLY RATE.**

## **Website Management Service**

### **Website Backups**

We perform regular backups of your website's files and database to maintain data integrity and facilitate recovery if necessary.

- If your site is compromised by a security vulnerability or becomes inoperable due to user error, we will restore a backup for you. In cases of hacks, there is no limit to the number of restorations we will perform under this service.
- For user error-related issues, we will perform up to two restorations within any 30-day period.
- Additional restorations due to user error will be charged at our current hourly rate with a one-hour minimum.
- Backup restorations will reflect the state of the site at the time the backup was taken. Any information added or changes made to the site after the backup will not be included in the restored version.

### **Website Software Updates**

We endeavor to keep your website secure and functional by updating WordPress core, themes, and plugins. Updates are applied at our discretion based on the latest security practices and the operational requirements of your website.

### **Website Security**

We implement advanced security measures to enhance your website's resilience against unauthorized access and hacking attempts. Our security protocols include the use of leading security software.

While we strive to provide reliable website security, we cannot guarantee that your site will be immune to hacking. Our practices aim to reduce risks and mitigate the impact of security incidents. Should a breach occur, we will endeavor to restore your site to its pre-breach state as part of our service commitment, at no additional recovery cost. Beyond restoration, we do not assume further liability.

### **Changes to Website Hosting**

#### **Premium (Paid) Themes and Plugins**

- Premium themes and plugins require a recurring license fee to access ongoing software updates.

- If we hold the appropriate licenses for the themes or plugins used on your website, the costs for these licenses are included in your Website Management Services. We will maintain these licenses for as long as you remain an active subscriber to our services.
- If your website uses premium themes or plugins for which we do not hold the necessary licenses, it is your responsibility to maintain the appropriate licensing to ensure updates are available.
- We will inform you about any themes or plugins requiring licensing that you must secure, and assist you in obtaining them if needed.
- Our website management service does not cover issues arising from premium themes or plugins that lack proper licensing and therefore cannot be updated to the latest versions. You are responsible for maintaining current licenses for these themes and plugins. Failure to do so may result in compatibility and security problems, for which we cannot be held liable.

### **Plugin Compatibility**

If an update to a plugin causes conflicts or issues with your website's functionality, we will consult with you to determine the best solution. This typically involves removing the problematic plugin and replacing it with a similar one or alternative programming. If resolving a compatibility issue exceeds three hours, the additional work will be billable at our current hourly rate.

### **IT IS YOUR RESPONSIBILITY TO INFORM US IF YOUR SITE IS EXPERIENCING PROBLEMS AND NEEDS ATTENTION.**

**If you choose not to purchase our Website Management Service, you are fully responsible for all website management tasks, including but not limited to performing backups, securing WordPress, and applying WordPress software updates.**

## **Payment for Website Management Services**

Payment for Website Management Services is due on the first day of the service period, whether monthly, quarterly, or annually. Payments shall be made via the major credit card on file with our payment processor. Alternative payment methods may be accepted at our discretion and may include an applicable surcharge.

We reserve the right to adjust pricing for our Website Management Services as necessary. Any price changes will be communicated to you in writing at least 30 days in advance. If you do not agree to the new pricing, you may choose to cancel the services as outlined below.

## **Disruption of Website Management Services**

Changes made by you or any third party you authorize—such as employees, contractors, or other service providers—can disrupt our ability to provide Website Management Services. These disruptions may include:

- Removing, disabling, or restricting access to plugins required for backups, security, or performance monitoring.
- Migrating to a new hosting provider or changing DNS settings without at least one week's notice.
- Altering hosting configurations, file permissions, or server settings in a way that limits our ability to perform maintenance.

If any of these actions occur, we may be unable to provide Website Management Services as agreed. In such cases:

- We will notify you of the issue when we become aware of it.

- We will attempt to restore our services. Any work required to diagnose or resolve the issue will be billed at our current hourly rate.

**You are responsible for ensuring that any third party you authorize to access your website is aware of our management role and does not interfere with the configuration or operation of the website.**

## Cancellation of Website Management Services

You may cancel website management services with a 30-day notice. Cancellations are requested via a cancellation form on our website (address provided upon request). **WE DO NOT OFFER REFUNDS ON WEBSITE MANAGEMENT SERVICES.**

**IF YOU ELECT TO DISCONTINUE WEBSITE MANAGEMENT SERVICES, THE TOTAL RESPONSIBILITY IS YOURS FOR PERFORMING BACKUPS AND KEEPING ALL COMPONENTS OF YOUR WEBSITE BACKED UP, SECURED, AND UPDATED.**

If you desire to migrate your website to another web host. We will at your discretion (1) provide you with an administrator login for your WordPress site so a backup can be performed and migrated to the new location, (2) provide to you a backup created using an industry standard WordPress backup system at a cost of \$100, or (3) perform the website migration for you at our current hourly rate.

## Your Responsibilities in Website Security

We incorporate industry standard WordPress security techniques when building your website. Since one prevalent method hackers use to breach a website is through compromised user devices, you agree to uphold robust security measures when accessing your website, and this includes:

### Device Security

Protect any computer or device you control that has access to the website by:

- Installing and maintaining up-to-date security software.
- Using the latest version of your preferred web browser.
- Keeping the operating system updated with recommended patches.
- Regularly updating any other installed software.
- Refraining from logging into your website while connected to a public WiFi network (such as but not limited to cafes and hotels)

### Password Protocol

- Use a strong password (as indicated by the WordPress password strength meter) exclusive to your website login.
- Refrain from sending passwords or other sensitive credentials openly via SMS, email, chat programs, or any other unencrypted and exposed methods.
- We strongly recommend utilizing a password manager to ensure you use robust, unique passwords for every site.

You further commit that any employees, contractors, or other parties you grant (or ask us to provide) website access to will adhere to the above security measures.

## Third-Party Services

We cannot be responsible for changes made to the website by third-party providers that you have authorized to access the website. These providers include but are not limited to those doing work related to website development, search engine optimization, social media, or content creation. If our services are necessary to correct problems caused by a third-party provider, such services are not covered by our website management plans, and are billable to you at our current hourly rate.

## Search Engine Optimization (SEO)

If we build your website, we guarantee that your site will be able to be indexed by search engines like Google and others at the time of launch. **Additional SEO services are not included in your project unless specifically itemized in the proposal of services.** Your website's ranking and placement on search engines depend on a myriad of factors.

**WE CANNOT GUARANTEE RANKING OR PLACEMENT ON ANY SEARCH ENGINE.**

## Website Accessibility and Compliance

It is the Client's responsibility to inform us of any specific legal, regulatory, or accessibility requirements that apply to the website, including but not limited to compliance with disability accessibility standards or other regulations related to HIPAA, FERPA, etc.

Unless expressly stipulated in the Scope of Work, we make no representations or warranties regarding the website's compliance with any such requirements. Any guarantees to meet compliance for accessibility or other regulations must be explicitly detailed and agreed upon as part of the Scope of Work and accepted by you to be a part of the contract between the parties.

## Artificial Intelligence (AI) Generated Content

Depending on the scope of work for your project, we may utilize text, images, code, or other information generated by Artificial Intelligence systems, collectively referred to as "AI-generated content." If we elect to use AI-generated content, we will do so in compliance with applicable laws, regulations, and ethical guidelines, and will obtain any necessary permissions or licenses for the use of such content on the website.

Should the Client supply any AI-generated content for inclusion on the website, the Client shall ensure that such content complies with all applicable laws, regulations, and ethical guidelines. The Client shall obtain and provide evidence of all necessary permissions, licenses, and consents required for the use of the AI-generated content.

## Legal Pages and Privacy Requirements

Depending on the nature of your site and your location, legal pages such as Terms of Use, Privacy Policy, Return Policy, etc., may be mandated by government entities, vendors, or licensing agencies.

**THE CLIENT ACKNOWLEDGES AND AGREES THAT IT IS THE CLIENT'S SOLE RESPONSIBILITY TO DETERMINE WHETHER SUCH PAGES ARE REQUIRED.** We have informed you that applicable (state, national, or international) law may require your website to have a Privacy Policy with specific disclosures. We are not lawyers, we do not provide Privacy Policies as a service, and we are not responsible for your business complying with any applicable privacy laws.

It is strongly advised that you consult an attorney to determine your responsibilities in this matter. If you need assistance in linking legal pages, we have a relationship with a third-party Privacy Policy and Terms and Conditions generator service

called Termageddon, and we can assist you with linking those policies to your website. You are under no obligation to utilize Termageddon, but it is the service that we use on our own website, have a relationship with (we receive a commission fee or can resell their license to you if you decide to purchase), and recommend. Please note, should you choose to use Termageddon's services, your relationship will be directly with them, governed solely by their Privacy Policy and Terms of Service.

If we provide any standardized privacy policies and terms of use, we expressly do not guarantee that this language complies with any governing body's requirements. **YOU ARE HEREBY INFORMED, AND YOU ACKNOWLEDGE, THAT YOU SHOULD HAVE ANY STANDARDIZED LANGUAGE REVIEWED BY YOUR ATTORNEY.**

**THE CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT IT IS THE CLIENT'S SOLE RESPONSIBILITY TO INFORM US IF YOUR WEBSITE MUST BE COMPLIANT WITH ANY REGULATORY BODY**, such as but not limited to the EU's General Data Protection Regulation (GDPR) or the California Online Privacy Protection Act (CalOPPA). Compliance with these, or any other regulations or laws, must be explicitly detailed and agreed upon as part of the Scope of Work and accepted by you to be part of the contract between the parties.

## Website Email Deliverability

Your website will automatically send emails in response to specific events, such as the completion of a contact form, product sales, or user password updates/resets. These emails could be flagged as spam or not delivered by email providers.

Since we cannot control the delivery of these emails, **we are not responsible for any emails that are not delivered to the client for any reason.**

**YOU ARE RESPONSIBLE FOR REGULARLY CHECKING SPAM FOLDERS, AND WEBSITE FORM AND ORDER INTERFACES FOR ANY NOTIFICATIONS THAT WERE NOT DELIVERED TO YOUR INBOX.**

## Email Service

**WE DO NOT PROVIDE OR SUPPORT EMAIL SERVICE TO CLIENTS.** We recommend consulting with an IT Professional about implementing professional email service from a reliable vendor.

## Domain Names

Registering a domain name for your website and paying the accompanying annual registration fee is your responsibility. We can assist in the process of registration and connecting your domain name to the website if you desire. You can purchase your domain name for multiple years, or renew it annually at your discretion.

**It is your responsibility to ensure that the credit card the domain registrar has on file for your domain registration is current for rebilling.**

**WE ARE NOT RESPONSIBLE FOR SUSPENSION OR LOSS OF DOMAIN NAMES BECAUSE YOUR CARD COULD NOT BE BILLED OR FOR ANY OTHER REASON.** If you lose access to your domain name through non-payment, suspension or any other reason, your website will no longer be accessible or viewable by the public. Work needed as a result of domain expiration is billable at our current hourly rate.

## Testimonials, Marketing and Attribution Links



We reserve the right to use your project as an example in our promotional materials including but not limited to case studies, web pages, blog posts, social media posts, magazine articles, and videos. We will place an attribution link in the footer of your website that links back to our home page. At the end of your project, we may also ask you for a quote describing your experience working with us. We may also ask you to be a reference should any future clients desire to speak with people we've worked with in the past.

## Our Employees and Contractors

At our discretion, we may utilize employees and/or independent contractors to work on your project. Some of these employees and contractors may not be citizens of the United States and may work outside the United States. **You agree not to directly contact or solicit any of our employees or contractors for employment or contract work of any kind.**

## Disclosure to Law Enforcement

We will disclose information about our clients to law enforcement agencies without further consent or notification to the client upon lawful request from such agencies. We will cooperate fully with the legal requests of law enforcement agencies.

## Indemnification

The Client agrees to indemnify and hold harmless the Company, its subsidiaries, contractors, employees and affiliates and each of their respective directors, officers, employees, shareholders and agents (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, or any and all costs thereof (collectively, "Losses") to which an Indemnified Party may become subject and which Losses arise out of, or related to the Agreement, Client's use of the Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right and will reimburse an Indemnified Party for all legal and other expenses, including reasonable attorneys' fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

## Choice of Law and Forum

This Agreement, and any related Statements of Work, shall be construed in accordance with, and governed by, the laws of the State of Ohio without regards to Conflict of Law principles.

In the event of any dispute or disagreement with respect to the meaning, effect or interpretation of this Agreement or in the event of a claimed breach of this Agreement, the parties hereto agree that such dispute shall be determined through mediation. The parties will mutually select a mediator and share the cost of mediation equally. If the parties cannot agree upon a mediator then each party shall select a mediator and those mediators shall, independent of party input or control, select a mediator to mediate the dispute. Unless otherwise mutually agreed, the location of the mediation will be in CUYAHOGA COUNTY, OHIO. The parties agree to cooperate fully with the mediator in good faith in order to reach a mutually satisfactory resolution of the dispute.

If the dispute is not resolved within 60 days after it is referred to the mediator, either party has the option to litigate the dispute in a court of law located in CUYAHOGA COUNTY, OHIO.

## Refusal or Discontinuation of Service

We reserve the right to refuse, restrict or terminate service to any client for any reason.

## Disclaimer of Warranty

We will perform our work in accordance with good industry practices and at the standard expected from a suitably qualified person with relevant experience. We cannot guarantee that our work will be error-free and so we cannot be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

**THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT SERVER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL.**

## Limitation of Damages or Liability

**IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY, ITS AFFILIATES AND ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, FOR HARM CAUSED BY OR RELATED TO THE CUSTOMER'S SERVICES OR INABILITY TO UTILIZE THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.**

**THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY AND ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS OR AFFILIATES, UNDER ANY THEORY OF LAW SHOULD NOT EXCEED THE AMOUNT OF FEES IT HAS COLLECTED ON THE CUSTOMER'S ACCOUNT IN THE LAST SIX MONTHS.**

## Force Majeure

We shall not be considered in breach of this Agreement if we are unable to complete the Services or any portion thereof due to events beyond our control, including but not limited to fire, earthquake, labor disputes, acts of God or public enemy, pandemics, death, illness, incapacity, or compliance with any local, state, federal, national, or international law, governmental order, or regulation (collectively, "Force Majeure Events"). In the event of a Force Majeure Event, we will endeavor to notify you of our inability to perform or any delays in providing our services.

## Severability

No part of this Agreement will be affected if any other part of it is held unenforceable or invalid.

## Headings

The headings in this Agreement are inserted for convenience only and are not a part of this Agreement.

## Entire Agreement

This Agreement, and any Proposals of Service attached, constitute the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be waived, assigned, extended, amended, supplemented or modified orally, but only by a written instrument signed by the party against whom enforcement of any such waiver, assignment, extension, amendment, supplement or modification is sought.

## Modifications

This Agreement may not be changed or modified except in writing signed by the parties.

## Construction

The parties acknowledge and agree that they have read, understood and have actively negotiated the terms of this Agreement, participated in its drafting and have been represented by legal counsel. Therefore, this Agreement shall not be deemed to be the product of either party and shall not be enforced or interpreted any more stringently or strictly against either party.

## Assignability

Neither the Company nor the Client may assign this Agreement without the prior consent of the other.