

## **TheMillCreek.net Website Design Terms & Conditions**

**Content:** Provision of content is client's responsibility, unless specifically negotiated ahead of time as part of the project proposal. This includes text content, photos, images, graphics, and/or videos.

**Text content:** Copy for all website pages and links needs to be delivered digitally and should be carefully proof-read by the client. Two rounds of revisions will be provided free of charge. Subsequent revisions will be billable at our regular hourly rate.

**Copy development:** Should client wish TheMillCreek.net to develop content for the site, website copy is billable at our regular hourly rate. Development of copy is accomplished via TheMillCreek.net interviewing the client about the topic areas to be addressed on their web pages. TheMillCreek.net then composes appropriate copy, submits to the client for review, edit, and approval. Approved copy is then posted to the web pages.

**Graphical content** - Images outside of the website design must be provided in digital form.

**Mobile Websites:** As of June 1, 2016, Mobile Websites are Available with the Regular (Desktop) Websites Created at TheMillCreek.net.

**Prior to Publication:** Client will be able to review their website, via Test Link, before it's published to the Web

### **Revisions Prior to Publication**

- Up to Two Revisions of Website is Available.
- Fees May Apply, for Each Additional Revision.

**Email:** We offer domain-based email accounts to our clients as part of any hosting contract.

### **Domain Transfers and DNS Management**

For domains not originally registered with TheMillCreek.net, there will be a \$25 fee to either transfer to the domain into our registration platform, or to transfer-out to another registrar. If your domain is not registered with TheMillCreek.net, DNS management and troubleshooting tasks are billable at our hourly rate.

Note: The client is and remains ownership and use of their domain name(s). TheMillCreek.net simply manages the domain name(s) on behalf of client, and does not claim ownership of the domain name(s).

**Web Hosting** is included with Our Services; and is Billable on an Annual Basis. We do not work with hosting provided by client(s).

### **Non-Domain / Website Based Troubleshooting**

TheMillCreek.net maintains and troubleshoots the websites we develop for our clients, as well as any domain-based email accounts of those websites.

We do NOT assume responsibility for upkeep or provide non-billable troubleshooting on our clients' ISPs (Internet Service Providers), ISP-based email accounts (name@att.net, name@comcast.net, etc), home or office internet connections, or any other non-domain / website based issues outside TheMillCreek.net's realm of service, including mobile phones / devices. Provision of non-domain-based troubleshooting services will be billable at our normal hourly rate.

## Copyrights

Client provided text content, photos, graphics, images, and/or videos, retain ownership of said information, by the client.

Coding, Programming, Design, and/or Layout of Websites created at TheMillCreek.net remains property of TheMillCreek.net, as it is and remains our intellectual property protected by the copyright laws of the United States of America, unless client provided said coding, programming, design, and/or layout. We do not permit anyone to take, use, or claim ownership any coding of websites created by TheMillCreek.net, for any reason.

## Payments

- 1/2 Deposit is Required to Begin.
- Remaining 1/2 Balance is Due, Prior to Publication of Website.

**\$30.00 returned check fee will be assessed for returned checks**

**Website Design Cancellation:** If website design has already begun, then any payment(s) made to TheMillCreek.net, is non-refundable.

**No Refunds** on Services Provided and/or Works Created, by TheMillCreek.net

**Invoices:** All Invoices are Sent Electronically to the E-Mail Address We Have on File, for the Client.

**Payment Terms are Net 10 Calendar Days, from Date of Invoice.**

Accounts not paid within 10 calendar days of the date of the invoice are subject to Late Fees on Past Due Payment, and/or Discontinuation of Services.

**Late Fees: Up to 10% of Amount Due.**

**Discontinuation of Services** - Reactivation Fees Apply, if Services are Reinstated

**Reactivation Fees - New Websites Only:** TheMillCreek.net reserves the right, to cease work on a new website, if no communications have been received from client, via email, after 45 days have passed. If client wishes to reactivate the website project, after 60 days have passed, reactivation fees may apply.

**Website Maintenance:** There are no required maintenance fees other than domain registration and hosting. Most people do make updates on their site, for which we offer several plans.

For work we do on the site after going live, we charge on an hourly basis.

If you expect that maintenance will be a regular occurrence, you can buy a prepaid maintenance contract that affords a discounted hourly rate. If need be, we can customize a maintenance plan for your needs, but no plan is required.

**Website Maintenance Payment Obligations:** Depending upon the nature of the website changes, prepayment may be required. Should the client be invoiced after the changes are completed, the invoice is due upon receipt. If payment is not received within 30 days, the maintenance changes may be taken down until payment is received. After 60 days, there may also be a \$35 reposting fee added to the outstanding maintenance invoice balance.

**Stock Photography Payment:** Stock photography includes most photos and/or images not provided by the client. Stock photography purchased on behalf of client for use in website development may be billable, in which case we will solicit client approval and communicate the price before purchasing.

**Stock Videos Payments:** Stock Videos purchased on behalf of client for use in website development is billable. This amount is separate from the amount quoted for website design and development. Stock Videos vary in pricing. We will solicit client approval and communicate the price before purchasing.

Note: Client will be able to preview Stock Video(s), prior to purchase.