

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

Getting a new website is an exciting time for everyone!

Consultation - Process

Consultations are provided by phone or video conferencing via Zoom, and by email. We do not offer in-person consultations and/or meetings.

After the client and TheMillCreek.net discuss the scope of and agree to the website project, TheMillCreek.net will provide a quote and outline of project, verbally and by email, to the Client, for approval. If additional information is needed and/or questions, this would be the time to address.

Upon Approval, the Process of the Website Project begins

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 video.

Text Content: Copy for all website pages and links needs to be delivered digitally and should be carefully proof-ready by the client. Two rounds of revisions, per page, will be provided free of charge. Subsequent revisions will be billable at our current hourly rate of \$60, even if it takes us less than a full hour.

Copy Development: Should client wish TheMillCreek.net to develop the content for the website, this copy is billable at our current hourly rate of \$60. Development of copy is accomplished by TheMillCreek.net interviewing the client about the topic area(s) to be addressed on their web page(s). TheMillCreek.net then composes the appropriate copy, submits to the client for review, edit, and approval. Approved copy is then posted to the web page(s).

Graphical Content: Images, Graphics, Photos must be provided in digital form. This includes videos. Note, client must own or have approval to use such, due to U.S. Copyright Laws. Client assumes responsibly of this and does not hold TheMillCreek.net responsible for this.

Stock Graphics, Photos, Images, and Videos are Available. These stock materials may be billable to the client, in which case, we will solicit client approval and communicate of the costs of purchasing for client, prior to purchase. Client would need to make payment to TheMillcreek.net for these.

Client must provide the above information within 10 business days, after deposit has been made to TheMillCreek.net. This information may be emailed to info@themillcreek.net and/or electronically uploaded to TheMillCreek.net here: <https://www.themillcreek.net/uploads>

Mobile Websites: Mobile websites are created with the desktop version.

Prior to Publication:

- Client will be able to review their website, via Test link, before being published to the Web, under their domain name.
- Any remaining fees due to TheMillCreek.net must be paid in full before the website is launched under client's domain name.

Revisions Prior to Publication

- Two Revisions of each web page is included with quote provided to client.
- Fees will apply for additional revisions at our current hourly rate of \$60, even if the revision(s) take less than a full hour.

Search Engine Optimization / SEO

At the time of creating your website, we get your site optimized for the Search Engines, including Google.

We will provide you with ideas and tips to help your website in becoming more visible and utilized, to rank better in Google.

Given the nature of Google, we do not guarantee #1 listing. Google has their formulas on ranking of their listings, beyond our control.

Email Addresses: We offer domain name-based email accounts to our clients. Cost will be determined based on the number of emails desired. If client has their email addresses elsewhere, client will need to advise TheMillCreek.net of such.

Domain Transfer and DNS Management

For domain names not originally registered with TheMillCreek.net, there will be a \$25 fee to transfer the domain name into our registration platform, or to transfer out to another registrar is not registered with TheMillCreek.net, DNS management and/or troubleshooting tasks are billable at our hourly rate of \$60.

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

Domain Names are renewed on an annual basis. Fees apply.

Web Hosting is included with our services and is billable on an annual basis. We do not work with any web hosting company provided by client.

Non-Domain / Website Based Troubleshooting / Email Addresses

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

We do not manage, troubleshoot any email accounts not set up by TheMillCreek.net.

We do not assume responsibility of upkeep or provide troubleshooting on our clients ISP (Internet Service Providers), ISP based email accounts, such as name@att.net, name@comcast.net, etc., home or office internet connections, or any other non-domain, website issues outside of TheMillCreek.net's realm of service, including mobile devices.

Copyrights

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

Client agrees that photos, graphics, images, and/or videos are owned by the client and/or have approval to use such.

This is due to Copyright laws of the United States of America.

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. We do not permit anyone to take, use, or claim ownership of any coding of websites created by TheMillCreek.net, for any reason.

Payments

For website quotes less than \$1,000, full payment is required prior to building website.

If over \$1,000:

- ½ Deposit is Required to Begin
- Remaining ½ Balance is Due, Prior to Publication of Website, to the Internet / World Wide Web.

\$30 returned check fee will be assessed for return checks.

Preferred method of payment is online.

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

No Refunds on Services Provided and/or Works Created by TheMillCreek.net, due to the custom nature of website design and the time involved.

Invoices: All invoices are sent electronically to the email address we have on file, for the client. Preferred method of payment is online.

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

Account Invoice not paid within 10 calendar days of the date of invoice will incur late fees on the past due payment, and/or discontinuation of services.

Reactivation Fees – New Websites Only

TheMillCreek.net reserves the right to cease work on a new website, if no communications have been received, via email, after 30 calendar days have passed.

If client wishes to reactivate the website project after 30 days, reactivation fees may apply.

Website Maintenance

There are no required maintenance fees other than domain name renewals and web hosting.

Website maintenance, such as updates to client's website is billed at our currently hourly rate of \$60, billed on the ½ hour.

If updates are a regular occurrence, TheMillCreek.net offers monthly retainers for clients.

Terms and Conditions

Upon Receipt of Quote provided to TheMillCreek.net constitutes agreement by the Client, of these Terms and Conditions.

Revised September 10, 2020. Terms and Conditions may be revised, without notice, by TheMillCreek.net