



royalty
A DIGITAL DESIGN AGENCY

WEB DEVELOPMENT TERMS & CONDITIONS

Payment Obligations, Renewals, and Cancellations

- Website Development Payment Obligations:** A down payment is required in order to begin development of your website. This is usually 60% of the upfront design fee, unless an alternative contract or proposal specifies a different amount. The outstanding balance on your website is due after the design, navigation and pages have been approved and built. Final payment is due regardless of whether all content for the pages has been sent by the client. This provision is in place to encourage the client to get content submitted promptly so that their site can go live. It also ensures that RoyaltyGFX gets paid for performing their duty under the proposal, despite tardy content from the client. Project materials are expected to be submitted within 48 hours of project acceptance. After payment, RoyaltyGFX will still post outstanding content AT NO CHARGE for 3 months. In the event an "under construction" page is posted due to missing content, RoyaltyGFX will post ONE copy of any text/pictures on existing pages only, for up to 3 months after publish date. After the three months have expired, content posted to site will be billable at our current regular hourly rate if web master services have not been purchased for the month in question. In the event that design and navigation changes are requested after they have been specifically approved by the client, these changes will be billable at our current regular hourly rate.
- Website Development Cancellation:** If site design and development work has already begun (such as creating a design concept), then the down payment is non-refundable. RoyaltyGFX may elect at its sole discretion to offer a partial refund depending upon the circumstances. If, in the event the client fails to submit source materials or relevant details for the development process in a timely manner, the deposit is forfeit without option for reclamation. Any renewal of the project after termination will require a new agreement, fee schedule and deposit. Abandoned projects with funds owing are subject to an accelerated collections policy, and will be submitted to a third-party collections agency if not paid or addressed within 30 days.
- Stock Photography Payment Obligations:** 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 is billable at a minimum of \$10 per picture. This amount is separate from the amount quoted for website design and development. Some pictures are more expensive than \$10, in which case we will solicit client approval and communicate the price before purchasing.
- Description of Ongoing Costs:** There are 2 types of ongoing costs: domain registration and hosting.
 - Domain name registration:** This cost recurs annually. Domain name registration gives you exclusive rights to a certain name, such as *www.example.org*, so that you can use it for your web-based purposes. You are NOT required to register a domain through us, but we strongly PREFER that you do. Many services are not honest in the way they sell names and we spend a lot of time helping people re-secure rights to the name they thought they had already purchased. If you have registered your own name, make sure you have yourself as the Registrant and Administrative Contact with a current, easily accessible email address. This will help to ensure that your domain can be renewed or transferred should the need arise. Domain name registration fees are not refundable.
 - Hosting:** This cost recurs annually. Hosting places the domain name on a particular server connected to the web, which allows you to post a website for viewing through a browser. You are NOT required to host through us, but we strongly PREFER that you do. Hosting comes with domain-based emails, bandwidth, storage space, database and security tools, and other features. Projects that involve custom programming must be hosted with RoyaltyGFX to ensure the programs that we write will work. If you want to host your site on another server this must be disclosed before we begin programming.

- c. **Hosting Renewal Payment Obligations:** Your hosting account will be automatically renewed under the same time and fee structure unless you give written notice to RoyaltyGFX fifteen (15) days before the renewal date that you do not wish to renew the account.
 - d. **Hosting Cancellation Payment Obligations:** You may cancel at anytime. If you cancel before the first 30 days from the opening of your account, please refer to the details under "Limited 30-day Money Back Guarantee." If you cancel after the first 30 days, you will be obligated to pay all fees and charges accrued prior to the effective date of the cancellation. RoyaltyGFX will refund the prepaid fees for basic hosting for the full months remaining after effective date of the cancellation, less any prior fees and charges, and an early cancellation fee of \$25. Accounts that are terminated by RoyaltyGFX for abuse or violations of internet standards or these terms and conditions will not receive any refund. All cancellations must be received in writing according to the deadlines indicated: regular mail and e-mail are acceptable. Phone requests will not constitute acceptance of any cancellation. Refunds will be issued back to you within 10 business days from your cancellation date.
 - e. **Hosting Transfer Payment Obligations:** If you wish to transfer your hosting to another provider RoyaltyGFX can, upon request, download your site onto a CD and mail it to you. The cost for this service \$50 per copy. FTP access to your site is not available for transfer purposes.
 - f. **Limited 30-day Money Back Guarantee on Hosting:** If you are not completely satisfied with our services within the first 30 days from the opening of the account, you will be given a refund on your hosting fee excluding setup fees and time accrued from setup date. If paid by credit card, refunds will be issued to the original credit card provided at the time of purchase. If your account has been cancelled by us due to a breach of the terms and conditions on your part, you will not be eligible for a refund. Domain name registration is non-refundable.
 - g. **Sites NOT Hosted by RoyaltyGFX:** Should client decide to host their site on another server, RoyaltyGFX cannot guarantee the all elements of the site will work. RoyaltyGFX will make a reasonable effort to research the problem on the foreign platform to let the client know what we think the problem is. However, we cannot take responsibility for problems caused by or on another hosting server, including but not limited to email, FTP, SSL, database, server software, and site security issues. If RoyaltyGFX believes it will take a significant amount of time to fix the problem, we will advise the client before proceeding. In most cases, fixing problems on a foreign hosting server is billable.
5. **Website Maintenance:** There are no required maintenance fees other than domain registration and hosting. Most people do some work on their site every year, for which we offer several plans. We can make certain parts of the site updatable by you by implementing a custom Content Management System, or installing a blog. 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 particular needs, but no plan is required.
 6. **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 \$80 re-posting fee added to the outstanding maintenance invoice balance.

Development Process

1. **Homepage Design:** Once the site design is approved by the client, usually via email consent, the design is considered ready for implementation. Should the client wish to make changes to a design they have approved, those changes are billable at our standard hourly rate - this rate will be provided in your project overview.
2. **Navigation:** Once site outline/map is approved by the client, usually via email consent, the site navigation is considered ready for implementation. Combined with the approved graphic design, this becomes the site structure. Once we build this structure per client approval, any subsequent changes are billable at our standard hourly rate.
3. **Content:** Provision of content is customer's responsibility, unless specifically negotiated ahead of time as part of the project proposal. RoyaltyGFX can provide copy, if none is provided, at our hourly rate for copy-writing. This rate will be provided in your project overview and contract.

- a. **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.
 - b. **Copy development:** Should client wish RoyaltyGFX to develop content for the site, website copy is billable at our regular hourly rate. Development of copy is accomplished via RoyaltyGFX Web Development interviewing the client about the topic areas to be addressed on their web pages. RoyaltyGFX then composes appropriate copy, submits to the client for review, edit, and approval. Approved copy is then posted to the web pages.
 - c. **Graphical content:** Images outside of the website design must be provided in digital form or in a form that can be easily scanned, unless otherwise provided for in customer's contract. Subsequent revisions will be billable at our regular hourly rate.
4. **Database Implementation:** Entry of data for database applications is considered client's responsibility. Entry of data by RoyaltyGFX is billable, unless otherwise provided for in customer's contract.
 5. **Email:** We offer free domain-based email accounts to our clients as part of any hosting contract. If site is not hosted by RoyaltyGFX, we take no responsibility for setting up and troubleshooting email problems.
 6. **Training:** For websites with administrative control panels or content management systems, two (2) one-hour training sessions will be provided.
 7. **Technical Support:** We offer local and long-distance phone support to our clients. We do not normally bill for technical support depending on the source of the problem, its severity, and our time invested. If RoyaltyGFX is not the source of the problem, technical support may be billable.

By engaging in business with RoyaltyGFX, you consent to the terms specified above. We reserve the right to modify this policy. If we do change our Privacy Policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

Should it happen that a client's own terms and conditions conflict with any of the same set out on this page, this document shall be considered to be the authoritative one, unless a separate contract has been signed by the client and by an authorized agent of RoyaltyGFX.

Please send any questions about our policies to:

info@royaltygfx.com

If you have any questions about these terms, or would like information about licensing images and/or materials from RoyaltyGFX please feel free to contact us.

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