

# TERMS & CONDITIONS

## Payment

A 50% deposit is required to secure a spot in my calendar. The remaining 50% balance is due after our day is finished.

## Termination

Since I have a very limited number of spots for Development Days, there will not be any refunds given. If you absolutely can't make the Development Day timeframe then contact me to see about rebooking within 90 days.

## Responsibilities

You agree to provide us with the requirements that we'll need to complete the project. This includes text, images, and other information - as and when we need it and in the requirement we ask for. You agree to review our work, provide feedback and approval in a timely manner. Deadlines work both ways and you'll also be bound by any dates we set together.

We endeavor to meet all deadlines but we can't be responsible for a missed deadline if you have been late in supplying materials, have additional changes, added revisions, or have not approved or signed off work at any stage.

## Communication

We prefer written communication through email or text to keep track of all project details. I only take scheduled phone calls to keep my work from being interrupted. I offer a 30-minute complimentary consultation to discuss projects and a kickoff call before the development day.

## Legal

We can't guarantee that the functions contained in any web page templates or in a completed website will always be error-free and so we can't be liable to you or any 3rd party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this website and any other web pages, even if you have advised us of the possibilities 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

## Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the website are either owned by your company, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project. We'll give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files we used to make them.

You also own text content, photographs and other data you provided unless someone else owns them. We own the markup, CSS, and other code and we license it to you for use on only this project. We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed project as part of our portfolio.

**By submitting payment you acknowledge that you have read, understand, and agree to these terms.**