



## Terms of Service

By submitting an initial deposit and accepting your proposal letter, you are agreeing to the following terms of service:

### 1. Website Platform

*A Keyboard & A Cup of Coffee* develops websites using WordPress, which is an open source, mature and stable web development tool with well established web standards. WordPress is one of the largest blogging and web development tools in the world, used on millions of websites and seen by tens of millions of people every day. One of the key strengths of WordPress software is its ease of use for non-technical users.

Although WordPress software is free, WordPress “themes” (packaged code that gives your website a special look and feel) occasionally need to be purchased from a third party. The cost of a WordPress theme may be added to a development package with the approval of the client. Many free WordPress themes are also available and will be offered as alternatives.

### 2. Payment and Refunds

Payment is accepted in Canadian dollars via cash or cheque or e-transfer.

A deposit of 50% of the quoted price is due prior to the start of work. The remaining balance is due upon receipt of your website manual and the live, completed website.

Any project quoted at \$300 or below requires payment in full prior to the start of the project.

A valid credit card number or PayPal account will be required to purchase any new domains or hosting packages from the web host provider. This amount will be in addition to the fees quoted for website design and development.

Due to the nature of our work, we regret that no refunds can be given at any time.

### 3. Content Development

You know your business best. For this reason our clients are responsible for providing the content for the website, including all text and any proprietary images that pertain to your business. *A Keyboard & A Cup of Coffee* may assist with the organization or refinement of your content, but we will not create it from scratch. Failure to provide appropriate and timely content for your website may result in forfeit of your payment.



#### 4. Scope of E-mail Set-Up

New web domains often come with new e-mail accounts. *A Keyboard & A Cup of Coffee* can assist clients in setting up new e-mail accounts and enabling e-mail access through Internet web mail. E-mail account set-up on various e-mail applications such as *Microsoft Outlook* and *Apple Mail* are not in the scope of your project.

There are many versions and varieties of e-mail applications on different kinds of computers, making it difficult to provide instruction on the set-up of any specific one. Your new e-mail will be compatible with all these e-mail applications, but the set-up of a new e-mail account is best addressed by the technical support normally used by your organization.

#### 5. Project Timeframes and Revisions

Your start date will be provided once the initial deposit is paid and we have discussed the scope and nature of our work. The duration of your project will depend upon the nature and complexity of your website requirements.

*A Keyboard & A Cup of Coffee* will use information you provide to create an **initial design** for your review. For a typical website, an initial design can be available approximately 2 weeks from your project start date. This includes time to set up the hosting environment and WordPress itself.

Once the design is finalized, the **development** phase begins, the length of which is highly dependent on the size of your website and the content you provide. If you have content prepared and readily available, development can be completed in as little as a week. If your content is being newly created and requires some organization and editing, development may take 3 or 4 weeks.

The final **testing** phase can also vary in length depending on the nature of changes requested as the result of testing. Your package includes up to 3 rounds of revisions during your review of the website. After three rounds of revisions to any portion of your website, further changes to it will be charged at an hourly rate.

All revisions must be within the scope of the project as specified and agreed to in the initial proposal letter submitted by *A Keyboard & A Cup of Coffee*.

After testing, your website will be ready to go live. Depending on where your website is developed, extra time (2 or 3 days) may be required to migrate your website to its final hosting environment. Additionally, *A Keyboard & A Cup of Coffee* will also spend a few days preparing your website maintenance manual and will later review it with you.

*A Keyboard & A Cup of Coffee* strives to provide timely service to all clients; however, due to the nature and variability of our work, these timeframes are *estimates* only.



## **6. Back-ups and Updates**

After development, it is your responsibility to back-up your database as well as all files related to your website. *A Keyboard & A Cup of Coffee* is not liable if your website is lost in the host environment. You are also responsible for applying appropriate WordPress updates to your website as they become available.

## **7. Communication**

All formal communication will be done via e-mail. Upon your start date, you must be available via e-mail in order to complete the project in a timely matter. If your response is delayed, your completion date will be delayed. If you know you will be on vacation or away from your computer for a few days, please let us know prior to the project start. An installment of your outstanding fees may be requested to bridge the time you are away from the project.

If we do not hear from you within four (4) weeks of our last e-mail, you will be removed from our work schedule and will not be entitled to any further deliverables.

## **8. Browser Compatibility**

Your website will render properly in the latest version of all major browsers (Firefox, Internet Explorer, Safari and Chrome). Older browser versions are not guaranteed.

## **9. Files and Images**

It is your responsibility to ensure you have the right to use any and all files and images you provide to us. *A Keyboard & A Cup of Coffee* is not liable or responsible for any file or image you provide for use on your website. All images we provide for your website are legal for commercial use. If large numbers of specialty images are required from stock image libraries, extra fees may apply. These costs will only be added to a development package with the approval of the client.

## **10. Credit**

*A Keyboard & A Cup of Coffee* reserves the right to display screenshots of your completed design as examples for our work portfolio (and only for that purpose). Additionally, we reserve the right to use a link to your website so others may review our work.

A text link giving credit to *A Keyboard & A Cup of Coffee* for your website may be included in the footer of your website and remain in place indefinitely until such time as the website is redeveloped or no longer in use.



## 11. Authorization

You will be required to provide *A Keyboard & A Cup of Coffee* access to any hosting, domain and/or WordPress account information including usernames and passwords for the sole purpose of installing and testing the website. In certain instances, usernames and passwords for other online accounts (PayPal for example) may need to be provided in order to set up special features on your website. We strongly urge you to change your passwords once your website has been finalized.

## 12. Privacy

During the course of business, *A Keyboard & A Cup of Coffee* may be required to create or collect personal information such as e-mail addresses, account passwords and credit card data. This information should not be shared by e-mail when they are requested.

All **passwords** used by *A Keyboard & A Cup of Coffee* are documented in a user manual for your website (including ones used for third party providers.) *A Keyboard & A Cup of Coffee* retains a copy of this manual to assist with any future work on your website if requested. New passwords will be requested at that time if necessary.

**Credit card** information is required if you ask us to set up third party services (such as hosting or domain registration) and may be stored on the secure servers of the parties providing these services. *A Keyboard & A Cup of Coffee* does not retain this credit card information if we are required to collect it on your behalf. All credit card data is destroyed after it is used as directed. You also have the option of providing payment data to these parties yourself.

**E-mail addresses** are only used for the purposes of communication during a project and are never shared with any third parties without consent. *A Keyboard & A Cup of Coffee* may be required to share your e-mail address with a third party service provider so they may contact you regarding the status of your website. *A Keyboard & A Cup of Coffee* will notify you when your email address is being shared in this way.

## 13. Indemnity

The client agrees to indemnify and hold *A Keyboard & A Cup of Coffee* harmless from and against any and all losses, claims, damages, legal fees, expenses or liabilities that may occur based upon information furnished or approved by the client.

Thank you for considering *A Keyboard & A Cup of Coffee*. Your business is appreciated and your satisfaction is important!

