

# Terms of Service

## 1. GENERAL

Web Design by Steve, a sole proprietorship in the state of Washington, and all subsidiaries and affiliates, collective known as "WDBS " allows use of this website and its services under the terms and conditions as set forth in this "[Terms of Service](#)" Agreement and in "[Privacy Policy](#)."By accessing or using this website and services, you agree to these terms.

## 2. DELIVERY OF CONTENT

Except for works contracted by Web Design by Steve (WDBS), this agreement acknowledges that CLIENT will provide all text in electronic format (DOC, PDF, TXT, or WPD) on computer disc, email or made available by FTP. All photographs and other graphics are to be provided in high quality print suitable for scanning or on a computer disc in a standard graphic format (JPEG, GIF, BMP, or PNG). All computer discs will be returned to the CLIENT upon job completion, if so required. Text on typed pages is acceptable but CLIENT will be charged a transfer fee of \$20.00 per page of text.

## 3. COPYRIGHT AND PERMISSION

It is the sole responsibility of the CLIENT to obtain all necessary permissions and authorizations with regard to the use of all copy, graphic images, company logos, trademarks and or any other material supplied by a third party. All contracted works will be seen as a guarantee that all such permissions have been obtained.

## 4. LIMITATIONS

This agreement includes custom mark-up and coding related to page design, layout and functionality, property of Web Design by Steve (WDBS). Code is licensed to the CLIENT for use only. This code may not be distributed, modified, or copied without express written consent of WDBS under Intellectual Property Laws.

## 5. ACCESS & RIGHTS

WDBS must be granted access to the server directory where the design is to be placed. CLIENT also grants WDBS full "on demand" access to the installed files. CLIENT further agrees that WDBS shall have the right to remove his website design code from public view for failure to adhere to the terms of this agreement.

## 6. EXEMPTION

WDBS cannot and will not be held responsible for modifications, alterations, or deletions made by any third party. CLIENT acknowledges and agrees that WDBS has no control over and will not be liable for the unlawful acts of others who access CLIENT'S installed and publicly posted website materials.

## 7. RIGHT OF REFUSAL

WDBS reserves the right to refuse service for any content deemed inappropriate, illegal or immoral. WDBS may cancel this agreement for failure of CLIENT to abide by these terms.

## **8. TERMINATION BY CAUSE**

Except as otherwise provided for herein, either party may terminate this agreement upon the material breach of the other party, if such breach remains uncured for thirty (30) days following written notice to the breaching party.

## **9. TERMINATION BY CLIENT**

In the event that CLIENT terminates the agreement at any time prior to publication (posting to CLIENT's server) of all works, Client shall return all work products to the web developer, WDBS, and the web developer shall return any initial content and refund to CLIENT any portion of the design fee previously paid to WDBS hereunder, excluding the WDBS's reasonable expenses to date. All licenses granted shall then be terminated.

## **10. SUBMISSION AND APPROVAL**

WDBS will post all site work performed on our server or CLIENT's server for review by CLIENT. This will allow the CLIENT an opportunity to review the appearance and content of all materials. All custom mark-up, programming, copy and graphics provided for CLIENT per the original contract will be considered as part of the finished product even if the CLIENT declines usage. If the CLIENT requests changes outside the limits of original contract, CLIENT agrees to pay WDBS web design fees at a set price or an hour basis. Unless WDBS is notified via email within ten (10) days of posting preview, WDBS will consider the material deemed acceptable by the CLIENT. Payment of the fee balance will then become due.

## **11. INTERNET SITE SPECIFICATIONS**

Unless otherwise specified:

1. Except for the main background image, no item in the website shall exceed 900 pixels in width.
2. Each page shall include the following initial "head" statements:  
A valid doctype  
<meta name="description" content=" ">  
<meta name="keywords" content=" ">
3. The Developer shall develop the Internet Site to project the highest professional image.
4. The Developer shall not include any links to other sites without Client's prior written consent
5. The maximum size for any page shall be 75Kb the average size of any page shall be 25Kb, and the user shall have the option to select a low-graphics version of the Website to minimize download time.

## **12. POSTING TO CLIENT'S SERVER**

Upon payment of balance, WDBS will post (install) pages to CLIENT's server (site location). This may take several days depending on the setup times and server side changes that need to be made.

### **13. SERVICE INTERRUPTIONS**

CLIENT acknowledges and agrees that WDBS cannot guarantee constant service because of the variables involved. Circumstances beyond our control include but are not limited to service interruptions caused by Acts of God, telecommunications system failures and server problems.

### **14. MAINTENANCE PLANS**

WDBS will provide maintenance plans for CLIENT at a predetermined fee if said CLIENT request said plan. If CLIENT requests any changes above and beyond the original contract, said CLIENT will pay WDBS at the normal per hour web design rate.

### **15. SUBJECT TO CHANGE**

Terms and conditions of this Service Agreement are subject to change without prior written notice by WDBS, including prices for services. CLIENT is responsible for updating his knowledge of any changes. HOWEVER: any changes of preapproved agreements are subject to the approval of all parties involved.

### **16. GOVERNING LAWS**

This agreement shall be governed by the Laws of the State of Washington, which shall claim venue and jurisdiction for any legal motion claims arising from this Agreement. This agreement is void where prohibited by law.

### **17. ACCEPTANCE OF TERMS**

Prior to any works, CLIENT is required to confirm by signing this form below, by email or by written letter, his reading of "Terms of Service Agreement" available also in PDF format, or in other convenient format, available by [contacting the site administrator](#).

### **18. FEES**

Fees due are payable by check, money order, or credit card via PayPal. An initial payment of 30% or greater is due prior to commencement. All payments shall become due upon schedule of the contracted work in accordance with the CLIENT'S original written specifications. Final payment must be received before the site will be "live". Returned checks will be subject to a \$35.00 charge. All overdue accounts are subject to assessed 18% annual late fee.

### **19. CONTACT INFORMATION**

If you have any questions about this policy or about this web site, please feel free to [contact the site administrator](#).



I hereby agree to the Terms of Service Agreement as listed above.

CLIENT name (printed) \_\_\_\_\_ Date \_\_\_\_\_

Client signature \_\_\_\_\_

Title \_\_\_\_\_

Email address \_\_\_\_\_ Phone \_\_\_\_\_

Client company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Province \_\_\_\_\_ Postal code \_\_\_\_\_

Country \_\_\_\_\_

**Mailing Address**

Web Design by Steve  
2126 N Mildred St.  
Tacoma, WA 98406