

## Terms of Business

Revised 7/16/21

These terms apply to any working relationship La Mejor Website (LMW) enters into with new/existing clients. Clients should read these terms fully before deciding to use the services of LMW.

The client's advisement of the project details and payment for services constitutes a contractual agreement between the client and LMW. It also indicates the client has read and agreed to the [Privacy Policy](#) and following Terms of Business outlined in this documentation:

1. Project/Service Initiation & Timeline
2. Communication
3. Cancellation & Project Abandonment
4. Business Hours & Rush Requests
5. Financial Terms & Charges
6. Creative Media Management
7. Data Storage Policy
8. SEO-Specific Terms & Conditions
9. Website Design-Specific Terms & Conditions
10. Graphic Design-Specific Terms & Conditions
11. General Service Liability
12. Customer Satisfaction

### **1. Project/Service Initiation & Timeline:**

The project/service is considered initiated once the Terms of Business are signed, all content (text, media, etc.) is received and payment is made in full.

The client and LMW will agree to a schedule and service delivery date. LMW agrees to deliver the finished project/service by either the estimated or agreed date, subject to any disclaimers. No financial compensation or additional services are offered for projects completed after scheduled delivery dates.

Any delays caused by the client, such as a change in the scope of the project or lack of follow-up on necessary actions, will likely extend the delivery date. As such, LMW offers no compensations for delays arising from such circumstances but will always seek to achieve the agreed delivery date. LMW will keep the client informed in these instances, and a new delivery date will be agreed to, if necessary.

### **Delivery Date Extension:**

LMW reserves the right to extend delivery dates as a result of situations or acts of God beyond the control of LMW. This includes (but is not limited to) system crashes, data loss, power failure, loss of internet access, family emergencies and inclement weather.

## **2. Communication:**

After the initial consultation, the client should only communicate project instructions and revisions via email. While texts and short phone calls can feel more convenient, a time stamped discussion thread in an email minimizes miscommunication and potential rework. The client is always welcome to call LMW for guidance.

## **3. Cancellation & Project Abandonment:**

The client may terminate the contract at any point but in doing so will forfeit the payment made. LMW reserves the right to charge for any hours worked at the hourly rate.

A project is considered abandoned by a client when LMW has received no communication in 3 months. Multiple attempts to contact the client will be made by LMW via email and phone call. Any payment and completed project work will be considered forfeited after a 3-month period in which no communication from the client has been received.

All uncompleted designs remain the intellectual copyright of LMW.

## **4. Business Hours & Rush Requests:**

LMW office hours are Monday to Friday 9AM to 5PM and are considered the business working days.

Rush requests are subject to the overall current workload of LMW and will be custom quoted.

## **5. Financial Terms & Charges:**

### **Quotations:**

The price quoted to a client is for the cost to complete the project as detailed in the written quotation. Alterations or adverse changes to a project outline may result in a re-quote being delivered to the client where additional charges may or may not apply.

### **Payment Options:**

Payment is currently accepted in US Dollars or credit/debit card unless otherwise agreed.

### **Hourly Rate:**

The current hourly rate for non-quoted projects and meetings is \$70.00 per hour, having as minimum fee for a task the value of 2 hours.

### **Payment Due Date:**

Renewals, invoices are due by the due dates stated on them. Late payments are subject to additional fees and/or service suspension where applicable, see invoice terms for details.

**Cancelation:**

All fees are non-refundable.

**6. Creative Media Management:**

**Intellectual Copyright:**

LMW will hold intellectual copyright of any material created for the client, until the project is completed. Copyright of stock imagery used in web or graphic designs are represented by their own respective copyright notices.

**Client Copyright Responsibility:**

The client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to LMW to use for any service are owned by the client, or the client has received permission from the rightful owner(s) to use each of the elements. The client will hold harmless, protect, and defend LMW from any liability or suit arising from the use of such elements.

**Mock/Draft Designs:**

Any mock/draft designs supplied to the client by LMW remain the intellectual copyright of LMW. LMW reserves the right to use any un-used mocks/drafts in its portfolio and/or other design projects.

**Accreditations:**

LMW reserves the right to publicly credit work to itself for any graphic and web design projects. Clients can request the exclusion of credits with prior agreement with LMW.

**Proofing:**

Clients are responsible for final proofing of artwork and web designs. LMW checks all artwork and web designs before publishing, but clients are responsible for final accuracy. LMW cannot be held liable for any errors found after the client has approved artwork for print or a web design for publishing.

**7. Data Storage Policy:**

**Storage:**

LMW stores final client artwork and supporting files until the completion of the project and up to a point when the project is deemed dormant. Dormant artwork and supporting files are typically catalogued and archived for a period of 5 years; however, LMW is not responsible to do so or to supply it to the client.

Clients can request artwork and supporting files to be supplied to them electronically during the time the project or service is being delivered, and the client is responsible for the safe keeping of these files from that point.

LMW holds no liability or responsibility to store any artwork or supporting files on its system(s). This excludes any photography work undertaken by LMW, as those image files will be catalogued and archived as normal.

**Backup Liability:**

LMW takes appropriate precautions and practices to backup client artwork through a range of archive systems. LMW offers no guarantee or warranty for projects deemed dormant or past any archiving period detailed above.

**Wavier:**

In the event of an act of God or circumstances beyond the control of LMW, and ensuring all precautionary practices were followed, LMW holds no liability for the safekeeping or backup of client artwork nor is responsible to re-create any files without additional fees.

**8. SEO-Specific Services Terms and Conditions:**

LMW will provide client with Search Engine Optimization Services (SEO) using “white hat” practices, which means utilizing effective tactics that are compliant with the terms and conditions of major search engines. Under no exceptions will unethical practices be employed to temporarily or artificially manipulate search results on behalf of the client.

A 15-day notice is required prior to stop any SEO service. All fees, services, documents, recommendations, and reports are confidential.

LMW’s SEO services are intended to serve two main purposes:

- 1) Provide the client with increased exposure in search engines
- 2) Drive targeted online traffic to the site

LMW SEO Services may include (but are not limited to):

- Researching keywords and phrases to select appropriate, relevant search terms. These search terms can also be provided by the client.
- Obtaining “back links” from other related websites and directories in order to generate link popularity and traffic.
- Editing and/or optimization of text for various meta titles, meta descriptions and search terms, as necessary.
- Analysis and recommendations on optimal website structure, navigation, code, etc. for the purpose of “catching” keyword/phrase searches.

- Generate reports highlighting the demographics, behavior and conversions of major search engine insights.

If a site is textually lacking in a way that hinders SEO, LMW may recommend the client electronically provide additional content for the purpose of creating additional or richer web pages.

In order for LMW to perform SEO services, the client agrees to provide the following:

- Administrative/backend access to the website for analysis of content and structure.
- Permission to make changes for the purpose of optimization and to communicate directly with any third parties.
- Unlimited access to existing website traffic statistics for analysis and tracking purposes.
- Access, if necessary, to a client's email address (@domain or Gmail), domain names registrar accounts, website editor for the purposes of performing necessary actions.
- Authorization to use client pictures, logos, trademarks, web site images, pamphlets, content, etc., for any use as deemed necessary by LMW for SEO purposes.

LMW (or anyone) cannot guarantee a specific rank in any search engine. LMW will perform the optimization based on extensive experience and current best practices through use of supported tools. These tools might vary from one platform to another.

**General Disclaimers:**

- LMW has no control over the policies of search engines with respect to the type of sites and/or content they accept now or in the future. The client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.
- Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, LMW does not guarantee #1 positions or consistent top 10 positions for any particular keyword, phrase, or search term.
- Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, LMW will re-optimize the website/page based on the current policies of the search engine in question.
- Some search directories offer expedited listing services for a fee. If the client wishes to engage in listing services (e.g., paid directories), the client is responsible for all inclusion or expedited service fees. LMW can offer a list of expedited listing services upon request.
- Linking to "bad neighborhoods" or getting links from "link farms" can seriously damage all SEO efforts. LMW does not assume liability for the client's choice to link to or obtain a link from any particular website without prior consultation.
- Services such as branded copywriting, blitz campaigns, extensive consulting, etc. are available for an additional fee.

- LMW is not responsible for any changes the client or another party makes to their site that impacts already optimized work. The client may be charged an additional fee for any re-work.

## **9. Website Design-Specific Terms & Conditions:**

Websites come with a one-month warranty from the published date to ensure system establishment. Any errors or defects are corrected without charge during this time.

LMW typically uses the client's account to complete design work. In these instances, the client is not permitted to make any updates or changes during the design period until the website has been client-approved and delivered.

### **Managed Service Plans:**

Web hosting, domain hosting and email hosting services are provided to the client as a 'managed hosting service' by LMW. The client will have limited access and control to their allocated hosting space and services. All server-side administration tasks (including cPanel and CMS access) and email account creation will be managed by LMW.

Renewal service charges occur annually and are to be paid by the due date stated on the invoice. Late or nonpayment of charges will lead to termination of any and all contracted services.

Note: Due to natural inflation, the cost of service may change year-to-year.

### **Draft Revisions:**

The client will receive a link or instruction to access the unpublished website when LMW completes the first draft. The client is permitted to two total revision cycles in which minor changes can be made. Examples of minor revisions include font, text and photo/media placement changes. Major revisions that represent a change in the original scope or the style agreed upon during the initial consultation may result in additional charges if it results in rework or a redesign.

### **Email Storage:**

Clients are responsible to ensure their pop3/imap email account(s) storage spaces do not exceed their quotas.

### **Domain Cancellation:**

LMW reserves the right to cancel any domain services following the nonpayment of service charges by their due date. This could result in the expiration of domain names and to become publicly available for purchase per ICANN time frames.

**Transferring Away:**

LMW will not charge for domain transfers away from their servers unless the client specifically requests for LMW to manage the transfer process to a new host. However, all contracted services must be current and paid for prior to a transfer request occurring.

Clients are responsible for ensuring all email messages are downloaded or backed up from the server prior to a transfer, as well as reinstating any website(s) and/or database(s) on the new hosting platform after transferring to a new host. Charges will apply if the client specifically requests for LMW to re-upload/re-instate the website once the transfer process has completed.

**Uptime of Services:**

LMW does not guarantee an uptime on services, as these guarantees are set by their service provider(s).

**Open-Source Solutions:**

Clients using an open-source content management system, such as WordPress or OpenCart, are responsible for the security and function of any such installation unless a 'Website Management' agreement is in place which undertakes the maintenance of securities and functions within the installation.

**User Error Downtime:**

LMW is not liable for website downtime caused by such things as user installation of plug-ins, modules, add-ons, hacking, or third-party involvement. Rectifying such downtime is chargeable unless it falls within the website warranty period or a 'Website Management' agreement is in place which undertakes such circumstances and eventualities.

**10. Graphic Design-Specific Terms & Conditions:****Draft Revisions:**

The client will receive a link or images of any graphic design project when LMW completes the first draft. The client is permitted to two total revision cycles in which minor changes can be made. Examples of minor revisions include font, text and color correction and some comprehensive design changes. Major revisions that represent a change in the original scope or the style agreed upon during the initial consultation may result in additional charges if it results in rework or a redesign. The client must provide and communicate the style and idea of the project in a clear way. Drawings or basic drafts are helpful for LMW to understand the vision of the design.

**11. General Service Liability:**

LMW will not be liable for: (a) loss of profits, (b) loss of sales, (c) loss of business or revenue; (d) business interruption; (e) loss of anticipated savings; (f) loss of business opportunity, goodwill

or reputation; or (g) any indirect or consequential loss or damage.

LMW does not exclude or limit in any way our liability to the client where it would be unlawful to do so.

## **12. Customer Satisfaction:**

LMW has built a strong reputation and portfolio by providing outstanding service to each client. It is critical that the client understand they have a direct impact on the quality of the final result as well.

### Website Design Example:

*A client has their first look at the draft of a newly created website and does not feel happy with it. They are nervous about providing constructive feedback to LMW and decide just to make some minor revisions for now and hire another designer once the project is over to avoid any possible confrontation. Instead of communicating their needs, they feel dissatisfied with the result.*

The initial project consultation is generally comprehensive enough to understand critical design elements and overall preferences to prevent this from even happening. However, on the rare occasion the client's vision for the site renders differently than expected, the client should always partner with LMW rather than withholding feedback.

### Search Engine Optimization (SEO) Example:

*A client hopes the increase in traffic to their website will generate more revenue, but for some reason the site visits are not converting to as many sales as expected.*

LMW can influence certain aspects that effect the ranking of a website in search engine listings. The client needs to examine their own business practices and product/service quality to understand how they are directly impacting their customers. Improving the performance of a website in conjunction with good business practices is generally the winning combination that increases sales.

Any project/service can generally be revised to rectify any dissatisfaction the client has and bring the project to a satisfactory state. No additional charges will be due unless revisions are deemed excessive, will take longer than the quoted hours estimated for the whole project, or the project needs to start from scratch due to a change in the original scope.