



JOHNSON WEB DESIGNS TERMS AND CONDITIONS

I. PRIVACY POLICY

Johnson Web Designs, LLC will never share your personal and private information with any third party without your express, written knowledge and consent. The information you provide is use solely to facilitate your services with Johnson Web Designs, LLC.

II. OWNERSHIP OF WEBSITE DESIGN

Upon completion of a custom website design and payment of web design and development fees, the client is the owner of the commissioned website. The client may continue to use the commissioned website to promote the client's company or organization regardless of whether he/she chooses to continue further services with Johnson Web Designs. The client does not have the right to resell the design or development to other companies. The client does have the right to add pages onto the existing site or have another company add pages onto the existing site using the commissioned website design/development. The client does not have permission to reuse pieces of our work in a redesigned website that gives another company design credit.

III. DOMAIN(S)

Website domain names belong solely to the client, and are leased from a domain registrar, either by the client, or by Johnson Web Designs, LLC in the name of the client, with the client retaining all rights to ownership whether or not the client continues to carry on a business relationship with Johnson Web Designs, LLC. All fees for registration, renewal, privacy, etc... are the responsibility of the client alone. If Johnson Web Designs, LLC has registered the domain in the clients' name as a value added service, Johnson Web Designs, LLC will make no attempt to prevent the client from using the domain as they (the client) sees fit, nor will Johnson Web Designs, LLC make any attempt to impede the transfer of the domain to another registrar or web developer of the clients' choice at the end of the business relationship. In the event that Johnson Web Designs, LLC is acting as the registering agent on behalf of the client, Johnson Web Designs, LLC will make every attempt to keep the domain active upon renewal either by using the payment method on file with Johnson Web Designs, LLC, or by notifying the client that the renewal date is approaching. However, the responsibility for renewing and administering domain activity remains solely that of the client.

IV. OWNERSHIP AND COPYRIGHT

All text and photos used as content in a commissioned website much be provided by the client (unless the client has hired Johnson Web Designs, LLC for content development). The client must



JOHNSON WEB DESIGNS TERMS AND CONDITIONS

have ownership or written permission to use all content he/she provides for use. It is up to each client to ensure his/her design and/or content does not infringe on any trademark, service mark, or copyright. Johnson Web Designs, LLC cannot be held responsible for intellectual property infringements on behalf of clients. Also, Johnson Web Designs, LLC cannot be held responsible for submitted content. Clients should not mail irreplaceable photos or documents or send content that must be returned.

V. CONTENT DEVELOPMENT

All content text must be provided by the client. Johnson Web Designs, LLC will use any image content provided by the client and will also use stock images and videos available from various image sites in order to remain free of copyright infringement. Johnson Web Designs, LLC will not research a client's business type in order to provide the client with a mission statement, philosophy, or any other text content which should be provided by the client.

VI. PROJECT INITIATION

During the initial sales conversation with the client, arrangements will be made for the assigned web designer to contact the client for the initial consultation. The project will not be initiated until the assigned web designer has consulted with the client, and both parties have verbally agreed to start the project. The assigned web designer will follow up per the clients' request to make an attempt to consult with the client. The assigned web designer will make reasonable attempts to contact the client for 2 weeks following the sales conversation. If, after 2 weeks, no contact has been made due to the unavailability of the client, the project will be inactive and there will be no money charged to the client, nor will there be any attempt made to collect any money. After the initial consultation, the client will be invoiced via email for 50% of the one-time cost of the project. Immediately upon receipt of payment the project will be considered active.

VII. OUR TEN BUSINESS DAY TIMELINESS GUARANTEE

Ten Business Day Guarantee for the Mockup Phase - Johnson Web Designs, LLC takes pride in handling requests in a timely manner. Starting from the date of the project initiation as defined above, Johnson Web Designs, LLC will submit an initial mockup to the client within ten business days.

Ten Business Day Guarantee for the Build Phase – The build phase begins once the client has approved the mockup. As soon as the client has approved the mockup for live viewing, Johnson Web Designs, LLC will point the clients' domain to the approved website. This will be completed



JOHNSON WEB DESIGNS TERMS AND CONDITIONS

immediately unless otherwise requested by the client, or unless the client has failed to give access to their domain control panel to Johnson Web Designs, LLC. If the client wishes to connect their domain to the new website themselves, this guarantee will become null and void.

VIII. PROJECT TIMELINESS REQUIREMENTS FOR CLIENTS

Projects can be hindered if the client does not provide feedback or required elements in a timely manner, such as feedback on a design mockup, requested sitemaps, text to be used as content on the web pages, photos for either the design or for the content, the client's logo, appropriate account login information, etc. For that reason, if Johnson Web Designs, LLC is waiting for content or other piece of information, the client will be notified. If the client fails to handle the requests within ten business days, then Johnson Web Designs, LLC will take any or all of the following steps to keep the project moving forward in a timely manner:

MOCKUP FEEDBACK – If the client fails to give feedback on the design mockup within ten business days, by default, the mockup is approved. If the client later wishes to change the design, additional charges may apply.

SITEMAPS OR PAGE NAMES – If the client fails to provide the requested list of web designs within ten business days, by default, Johnson Web Designs, LLC will assign page names. If the client later wishes to change the page names, additional charges may apply.

CLIENT LOGO – If the client fails to provide a copy of an existing logo within ten business days, a substitute logo or company name graphic may be used. If the client later wishes to change the substitute logo or company name graphic, additional charges may apply.

PHOTO TO USE IN DESIGN – If the client has requested the design include a particular photo and the client fails to provide the required photo within ten business days, a substitute photo may be used. If the client later wishes to change the substitute photo, additional charges may apply.

OTHER ELEMENTS OR ADMINISTRATIVE DUTIES – There may be other elements required such as passwords for existing domain names, etc. Regardless of what element may be required, if the client fails to provide the required element or information within ten business days, Johnson Web Designs, LLC reserves the right to make substitutions, leave elements out, or take other actions in order to complete the project.



JOHNSON WEB DESIGNS TERMS AND CONDITIONS

IX. HOW CONTENT MAY BE SUBMITTED

All content must be submitted electronically via email (contact us for the correct email address). Text must be selectable as actual text rather than as flattened images. Both text and photos/graphics must be clearly labeled with the name of the page on which they will be displayed. Content may not be submitted via fax or paper copies. Exceptions to this policy must be approved in advance.

X. HOW MUCH CONTENT MAY BE SUBMITTED PER PAGE

Due to web page load time considerations, there is a limit on what can be included in a single web page. A web page can hold the equivalent of about 2 pages of the content that would typically fit on an 8 ½ " by 11" piece of paper. If the content is straight text without any pictures, tables, graphs, ect., this equates to a maximum of 2000 words. If there are pictures, or tables, etc., then less text will fit. Additionally, a web page may include up to a maximum of six photos on a page. A photo gallery page with limited text may contain up to ten photos. If a client's content does not fit within these parameters, one or more additional web pages should be purchased.

XI. WEBSITE REVISIONS AND MODIFICATIONS

Johnson Web Designs, LLC understands that not everybody has the same taste in design. Therefore, it is critical to the success of any project that an open line of communication and feedback exist between the client and the web designer during the mockup phase of the project. After the website is approved by the client and the site goes live, revisions to the site will be handled as outlined in this section. The client will receive up to 10 (ten) revisions or modifications in a 30 day period at no extra charge. A revision or a modification is defined as any change to text, images, videos, maps, forms, page names, page additions, page deletions. A change to any one of the aforementioned elements is considered 1 (one) revision or modification. Any changes to this provision must be agreed upon in advance via email by Johnson Web Designs, LLC.

XII. ADDITIONAL (ADD-ON) PAGE DESIGN

Unless otherwise specified by the client via email, additional pages will use the same overall design and theme as the site's home page. If the client requires specific looks or formatting for sub pages, this request should be made at the time of the initial agreement and will be priced accordingly.



JOHNSON WEB DESIGNS TERMS AND CONDITIONS

XIII. TECHNICAL SUPPORT

As websites are not hosted on servers owned by Johnson Web Designs, LLC, but are hosted on the servers owned and operated by third party hosting companies, Johnson Web Designs, LLC accepts no liability for damages resulting from inaccessibility to their websites due to service interruptions on the part of third party server hosts. Johnson Web Designs, LLC will make every reasonable effort to maintain the working environment of the client's website.

XIV. PAYMENT POLICIES

PROJECT FEES - One-half (50%) of the initial website design and development fees is due upon project initiation. Upon project completion, the remaining balance is due in full within five business days.

GOING LIVE - Once the remaining balance is paid in full, the completed website will be moved from the staging server to the client's server so the website will go live. After the new website has been live for 48 hours, Johnson Web Designs will register the client's website with Google, Yahoo, and Bing search engines.

NON-PAYERS - If the balance on a completed project has not been paid within ten business days, a 10% penalty will be added. For example, if the remaining balance on a completed project is \$1,000, and that balance has not been paid within ten business days, the new balance on the complete project will automatically be increased to \$1,100. Balances that are not paid within 30 days will be reported to a credit bureau. Balances that are not paid within 60 days will be turned over to a Collections agency. Clients experiencing financial hardship should contact Johnson Web Designs to discuss payment options.

HOURLY FEES – Payment for additional services such as maintenance and website will be charged at an hourly rate of \$90. A client who has already purchased a website with Johnson Web Designs, LLC, will be charged at a discounted rate of \$70 per hour. The turnaround time will be based on workload issues.

XV. BILLING ERRORS

If a billing error is noticed, the client should immediately contact Johnson Web Designs, LLC by email for the sake of documentation. Refunds of overpayments will be made when applicable. Billing errors brought to the attention of Johnson Web Designs in excess of 90 days following the error will be less 5% to cover administrative costs, so clients are urged to check billing statements regularly. Johnson Web Designs, LLC also reserves the right to invoice clients for accidental undercharges for a



JOHNSON WEB DESIGNS TERMS AND CONDITIONS

maximum of up to 90 days. An undercharge noticed by Johnson Web Designs, LLC after a period of 90 days has expired has no remedy and will not be pursued by Johnson Web Designs, LLC.

XVI. SEARCH ENGINE GUARANTEE

Most clients would like for their company's website to rank high in search engine results for selected keywords, and Johnson Web Designs, LLC wishes for all of their clients to enjoy search engine prominence. Yet search engine results are determined by a multitude of constantly changing factors, third party search engines, and the amount and quality of competition on the world wide web. Johnson Web Designs, LLC guarantees certain search engine friendly techniques will be used in the creating of each custom website, such as keywords in the title bar, the meta tags in the hidden coding behind the scenes, and alternate text behind some images. Subsequent or additional changes will be performed at the standard rate for modifications and additions in the "Payment Policies" area of this document. Johnson Web Designs, LLC accepts no responsibility for organic search engine rankings.

XVII. QUALITY GUARANTEE

We take pride in offering high quality services and professional client service. While we make an effort to ensure every aspect of our service is to the clients' liking, we cannot control every variable. It is the responsibility of each client to regularly test the functionality of their website, email, and any other product or service to ensure everything works as desired. If any problem is discovered or error has been made, please report the problem to Johnson Web Designs, LLC immediately so that steps can be taken to rectify the situation as quickly as possible. Johnson Web Designs, LLC accepts no responsibility for perceived loss of revenue under any circumstances.

XVIII. TERMINATION OF SERVICES

If the client wishes to terminate their business relationship with Johnson Web Designs, LLC during the course of the initial web design or development phase, the client will be responsible for the amount of work already completed. The client will be charged at an hourly rate of \$90.00 per hour for work that has been completed. This may mean receiving a full refund, a partial refund, no refund, or owing additional fees. All termination service requests must be submitted in writing.

XIX. THIRD PARTY VENDORS

Third party vendors may have separate terms of service agreements. Johnson Web Designs, LLC accepts no liability for disputes with third party vendors, regardless of whether or not the service is



JOHNSON WEB DESIGNS TERMS AND CONDITIONS

part of a reseller agreement or referral. Johnson Web Designs, LLC accepts no responsibility for lack of functionality or any other aspect of third party services.

XX. REFUSAL OF SERVICE

Johnson Web Designs, LLC does not accept projects which promote hate, intolerance, pornography, animal exploitation, the harming or exploitation of children, or any other practice or activity which is deemed unethical or socially unacceptable. Johnson Web Designs, LLC reserves the right to refuse to do business with any client for any reason. Johnson Web Designs, LLC also reserves the right to immediately and without notice cancel any website which begins to display or link to any content listed in this section.

XXI. CHANGES TO TERMS OF SERVICE

Johnson Web Designs, LLC reserves the right to changes these terms of service at any time for any reason.