



Spring Creek Web Design

Policies & Terms of Service

I. SERVICE AGREEMENT

An agreed upon Service Agreement (also referred to as “Quote”) is necessary to initiate a project (see Section V). The Service Agreement defines the work Spring Creek Web Design (“Spring Creek”, “we”) will do for a client at an agreed upon price. The Service Agreement outlines pages, custom features, design preferences, and anything else Spring Creek or the client agree to include.

Anything the client requires in the website must be in the Service Agreement. The Service Agreement may be modified later on if both parties want to modify it. The purpose of the Service Agreement is to protect Spring Creek from malicious or demanding customers. Requests to modify the Service Agreement later may be rejected or cost more.

The Service Agreement is agreed upon when the customer signs OR has received the Service Agreement, acknowledged it, and made an initial payment for the services outlined.

II. OWNERSHIP OF WEBSITE DESIGN

When we finish a custom website for a client and they have paid for the website in full as agreed upon in the Service Agreement, the client becomes

the owner of the website and all components. The client may use the website however they choose to promote themselves, their business, or other. They also may add or delete components of the website as they wish.

The client may not resell the design or use pieces of Spring Creek's work as their own for benefit or credit. This includes theme design, specific features, and graphics.

III. OWNERSHIP OF WEBSITE DOMAIN NAME

Website domain names are leased from domain name registration companies. When Spring Creek registers a domain name for a client it can be made in the client or Spring Creek's name with the client as the beneficiary. Upon completion of the website for the client the domain name is fully owned by the client. Spring Creek will transfer the domain to the client's name at any time if requested.

Spring Creek covers \$12.99 towards the first-year domain cost for clients purchasing a custom website plan. The client is responsible for any first-year domain name registration costs that exceed \$12.99. After the first year Spring Creek will renew and maintain the domain registration for the cost of renewal + a pre-agreed service fee, OR the client may take full control of the domain name registration, removing all responsibility Spring Creek must ensure the domain is maintained.

IV. OWNERSHIP AND COPYRIGHT

Any images, figures, or text used as content in a custom website must be provided by the client, unless otherwise agreed upon.

Any custom graphic or content created by Spring Creek for the client is owned by the client and may be modified/ changed by the client for use on their website or other business marketing. The client may not market content created by Spring Creek as their own, or resell it without Spring Creek's written permission.

Spring Creek is not responsible for IP, copyright, or trademark infringement if material is provided by the client. The client has total responsibility to ensure they have legal permission to use any content they provide to Spring Creek.

Any images, figures, or text that is provided to Spring Creek in physical form should be replaceable. Any physical content provided may not be returned.

V. PROJECT INITIATION

The initiation of any project between Spring Creek Web Design and a client must satisfy the following conditions:

- A) Client receives and acknowledges the Service Agreement.
- B) Client makes payment equal to at least 50% of the agreed upon cost, unless stated otherwise in the Service Agreement.

VI. PROJECT TIMELINESS REQUIREMENTS FOR CLIENTS

Creating a custom website requires collaboration between the client and designer. A client's project may be hindered if they are slow or unresponsive when prompted for feedback, required elements such as logo or content, login information, etc.

If Spring Creek is waiting for input, content, or otherwise we will let the client know via email. If the client fails to respond for a week, Spring Creek may take the following actions to continue the project:

- A. **FEEDBACK** – At certain points the client may be presented a draft of their custom website, a specific page, graphic, etc. We will wait until the client provides the feedback to continue working on what the feedback was requested for. If the client does not provide feedback for a week, we will assume approval of our work and continue. If the client later wants changes, additional charges may apply.
- B. **SITEMAPS OR PAGE NAMES** – If a client fails to provide page names or a site outline, after one week, Spring Creek will automatically assign page names and decide the site map. If changes are wanted later, additional fees may apply.
- C. **CLIENT LOGO** – If a client does not provide their logo and has not contracted Spring Creek to create a logo for them, after one week, Spring Creek will use a placeholder logo or graphic. If changes are wanted later, additional fees may apply.
- D. **PHOTOS, FIGURES, GRAPHICS**– If a client wishes their website to contain specific photos, figures, or graphics they possess, they must provide them promptly. After one week Spring Creek will substitute

placeholder's and any changes later on may be subject to additional fees.

- E. **PAGE TEXT** – Spring Creek uses filler text (Lorem Ipsum) for all pages as our default. We will position any text provided by the client as directed, so long as the text is supplied within seven days of Spring Creek's first

request. Otherwise, the client is responsible for adding any new text. The client will be able to change text later themselves using the content management system (CMS).

Spring Creek offers content writing starting at \$50/ page, subject to price increases depending on page length. If Spring Creek and a client enter into a content writing agreement, Spring Creek will conduct a phone interview with the client to mold the content writing. If seven days go by after the request for an interview and the client fails to be available, then the writer will compose the initial text without interviewing the client. If the client is promptly available for an initial interview, the writer will provide one round of revisions to the initial text. After that the client may change text themselves via the CMS.

- F. **CUSTOM FEATURES & GRAPHICS** – Spring Creek offers clients custom features and graphics. Any custom features or graphics must be included in the service agreement paperwork (required to initiate the project). If the client makes additional graphic or feature requests after the service agreement paperwork is complete, Spring Creek may decline the request, require additional payment, or undertake the request at no cost.

Extra custom features or graphics can be provided by Spring Creek, potentially for free, but more often at additional charges to the client. Any adjustment to the features or graphics Spring Creek agrees to provide will be documented in writing, and possibly be put in an amended service agreement and signed off on by the client.

- G. **OTHER ELEMENTS OR ADMINISTRATIVE DUTIES** – There may be other things required of the client than outlined above, such as login info or other elements, to make progress on their website. For information or

elements requested and not provided within seven days, Spring Creek will substitute, omit, or in extreme cases terminate service.

VII. HOW CONTENT MAY BE SUBMITTED

All content provided by the client must be submitted via email or Google Drive. Text must be selectable, not a picture or screenshot. Photos/ figures/ graphics should be labeled. Directions for which page you want each piece of content on should be provided. Paper copies of content are not acceptable. Exceptions to the way content is submitted must be pre-approved by Spring Creek and may cost a fee.

VIII. HOW MUCH CONTENT MAY BE SUBMITTED PER PAGE

We are flexible with the amount of content you want to put on a page. However, if the amount of content exceeds 2000 words, includes more than 6 images, or we otherwise deem it outside a reasonable page length, extra charges may be incurred or it may count towards multiple pages on the website.

IX. HOW REVISIONS TO A WEBSITE DESIGN ARE HANDLED

We set a soft cap on revisions because we want to get things right. We are proud of the websites we design and the product we deliver to clients. That said, everyone has a different aesthetic taste. If we exceed the number of revisions outlined in the Service Agreement and a client is still unhappy, we may refuse to do more revisions. We will continue the website design process unless the client wishes to terminate the Service Agreement (Section XVII).

If there is no explicit limit on revisions outlined in the Service Agreement, we may refuse to do more revision if the client is acting in bad faith, extremely unreasonable, providing contradictory directions, or something else.

The client has a large influence on the design presented, and is responsible for being as detailed as possible during preliminary phone calls, and ensuring all design features they want are described in the Service Agreement. The more direction the client provides on color scheme, design references, specific feature appearances, fonts, etc. the closer we will come to the perfect design.

If any feature, graphic, or other design element outlined in the Service Agreement is not delivered, the changes will be made for free. If the client wishes to make additional changes to the website not outlined in the Service Agreement, they will be done at a negotiable hourly rate or fee.

X. DESIGNS FOR SUB PAGES

Designs for sub-pages will be done using a single page-template unless otherwise specified in the service agreement. This means they will share the same header and footer, and display the content entered via the CMS. If the client wants a custom design for each sub-page, additional charges may be incurred.

Customization for sub-pages described clearly and promptly in the Service Agreement and/ or preliminary calls is more likely to be done at no charge. Requests that require a unique page template are more likely to incur a cost than ones that simply require manipulating elements using a CMS.

XI. HOW WEBSITE UPDATE REQUESTS/ MAINTENANCE REQUESTS ARE HANDLED

Clients who have purchased a full custom website from us receive the first year of maintenance and hosting free. This covers all features and pages we created. It does not cover fixing plugins, pages, or features we did not create or install.

Requests for new features, routine tasks such as uploading photos, or other work will be charged by the job, or at an hourly rate.

After the first year of free maintenance is up, you have the option to start on an annually billed Website Management Plan. Our management plans start at \$150/ year, are highly tailored to each client's personal needs, and vary in cost. If in a given month the amount of maintenance done exceeds the agreed upon amount, the extra will be done at a reduced hourly rate. Maintenance plans and hosting services are marketed as a package, but can be provided individually.

XII. HOW TECHNICAL SUPPORT IS HANDLED

Any client who is hosting their website with Spring Creek has access to technical support. In the event of a hosting outage or other emergency, clients should call or text the number listed on our website and leave a voicemail detailing the problem as thoroughly as possible. Someone will get back to you quickly and help solve the problem.

Spring Creek nor the support technician is responsible for computer issues, third party products, or issues unrelated to the hosting service or parts of your website we built. We rent and manage hosting space from a well vetted 3rd party, and sites we host may be at their mercy. We've selected a host with a great track record for uptime and quick reaction time in the event of an outage.

For clients who require additional help learning the CMS or setting up email after the post-handoff walk through and reading the provided website guide, an additional fee may be charged. We do our best to set our clients up for success, but we are not an IT firm. If the client does not possess certain computer skills, they will need to hire Spring Creek or a 3rd party to handle the tasks for them.

XIII. A CLIENT'S ROLE IN SECURITY

Clients play an important role in the security of their website. Spring Creek takes basic steps such as turning on automatic updates for the WordPress CMS and plugins, as well as brute force protection, a strong password, and spam prevention on user input forms. This is a good start, but the client is responsible for maintaining a strong password if they decide to change it, vetting the plugins/ 3rd party code they use, and ensuring everything stays up to date even if auto-updates are on.

Clients who are uncomfortable or do not wish to backup, update, and maintain their website should purchase a Management Plan from Spring Creek, or hire a webmaster elsewhere. Clients who host their website with Spring Creek are responsible for maintaining good security practices, and Spring Creek reserves the right to terminate service if the client is unable to do so.

XIV. PAYMENT POLICIES PROJECT FEES

50% of the agreed upon project cost is necessary to initiate a project. Upon completion of the project the remaining balance is due within one week. The walkthrough and handoff will be scheduled for within the next week.

Clients will get two reminders to pay. If after the reminders and seven days have gone by, a 10% penalty will be added to the remaining balance and continue to be added every seven days. Balances not paid within 30 days will be reported to a credit bureau. Balances delinquent after 60 days will be passed on to a collection agency.

Payment for annual services can be done monthly or annually, at the client's discretion. Payment is due within seven days of the agreed upon date or a 10% fee will be added and continue to be added every seven days. Balances not paid within 30 days will be reported to a credit bureau. Balances delinquent after 60 days will be passed on to a collection agency. Clients dealing with issues should notify Spring Creek early so that alternate payment options can be discussed.

XV. BILLING ERRORS

If we make an error on a bill, notify Spring Creek immediately! We will fix the error. If a client makes an overpayment error, refunds will be made for up to a maximum of 3 months. Clients should be aware of their bills and check their statements; refunds will not be made after 3 months. As is only fair, Spring Creek maintains the right to bill clients for accidental undercharges for a maximum of up to 3 months.

XVI. SEARCH ENGINE GUARANTEE

Search Engine Optimization (SEO) is one of the most obscure and desirable traits for a website to have. Appearing at the top of Google search results is free advertising. Due to the importance of SEO, the field is constantly evolving as people try to outsmart the system to rank higher, and Google tweaks their algorithm to provide what they deem the most relevant content to users.

Spring Creek follows generally accepted on-page and technical SEO best practices. If clients want specific keywords to be targeted, they should disclose

that during the intake process and have it included in the service agreement. Additional SEO work outside of these standard best-practices we include will be billed at an hourly rate. Spring Creek cannot guarantee the results of SEO work or be held responsible for the results a search engine provides.

XVII. TERMINATION OF SERVICES

If a client decides not to work with Spring Creek after the project has been initiated, they will be billed for all work done up to that point. This could result in a full refund, partial refund, no refund, or additional costs to the client. The client must express the desire to terminate services clearly in writing.

Spring Creek reserves the right to terminate services with a client if they do not maintain adequate security standards, have an excessive number of unreasonable requests, are disrespectful, or if they are operating in bad faith. We take this seriously and will always do our best to resolve disputes and differences in a calm business first manner. Terminating service is a last resort, and is only done in extreme cases we view as unworkable or actively detrimental to our business.

XVIII. QUALITY GUARANTEE

Business like ours are built on recommendations and references. We do our best to make customers happy and provide a custom website product they cannot get anywhere else. We want to maintain a long-term relationship with our clients and strive to do that through high quality, reasonably priced work.

We are not perfect, and there will be times that errors, bugs, or problems slip through the cracks, only to be found by the client or users. In this case, please report the issue to us immediately and we will act. Spring Creek is not responsible for perceived loss of revenue under any circumstances.

We cannot guarantee how the website we build will interact with third party code. Any problems related to the work or code of a 3rd party is not the responsibility of Spring Creek and can be fixed for additional fees or under a maintenance plan. We cannot guarantee the security of our 3rd party hosting providers, and Spring Creek is not responsible for server downtime.

XIX. THIRD PARTY VENDORS

Other third-party vendors have their own service agreements and terms of service, unrelated to Spring Creek's policies. Spring Creek cannot be held liable for disputes or issues with third parties. Spring Creek uses some third-party software in our design and development process. We do our best to be picky and choose third parties with a history of maintaining and improving their service. It is impossible for Spring Creek to fully vet and guarantee a third-party service. Spring Creek cannot be held liable for any aspect of a third-party service be it a plugin, custom code, or otherwise.

XX. REFUSAL OF SERVICE

Spring Creek reserves the right to deny service for any reason we decide. Clients have many options for creating a custom website and Spring Creek may deny a prospective client service for any reason.

XXI. CHANGES TO TERMS OF SERVICE

Spring Creek reserves the right to amend the terms of service at any time for any reason.