SUMMARY

We'll always want to do our best to fulfill your needs and expectations, but it's essential to have things written down so that we both know what's what, who should do what, and when, and what will happen if something goes wrong. In this contract, you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So, in short:
You **customer name,** for Company name ("You") are hiring
Us: Janet Kennedy, Project Manager for **ReallySimpleWebsites** ("We or Us") to **Design and Develop a website or** *Redesign* **your current website in the WordPress, in cPanel or Managed WordPress hosting platform.**

What both Parties Agree to
You: You have the authority to enter into this contract on behalf of yourself, your company, or your organization. You'll give us the information (logo, colors for your site, photos/images, videos, content, etc.) & share your assets (the domain, shared calendars/social sites user/passwords) that we need to complete the project.

A target completion date will be set and it is critical that the info/data is provided when we ask and in the formats we ask. Review our work; provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to do everything we've agreed upon with you, and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline set. We'll maintain the confidentiality of everything you give us. Thank you for all your efforts on our behalf.

WEBSITE DESIGN OR REDESIGN DETAILS

Our goal is to make sure that you can take control of your website. WordPress is one of the most popular content management systems (CMS), but all WordPress websites require some technical knowledge and security because it's an Open Source environment.

To make this easy for the non-techies, and squash some of those bugs, we'll develop your website using Elementor. This plan includes all the features you need to create a unique website and drag-n-drop functions will assist you in maintaining the site after the initial build. Elementor is currently free to use.

REDESIGNS

Keeping your site up-to-date is essential. Content is King! If your website is not responsive or your content is out-of-date, then you need to redesign it. We'll make it a responsive and SEO-friendly website that's refreshed to meet your business goals. During the redesign process, you must suspend updates to your current website. IF you continue making changes, we cannot guarantee that the updates with being included on the new website.

Start with your Website Theme: WordPress has thousands of free themes and paid-for themes to choose from. Before purchasing a theme, please let us know. We'll need to confirm compatibility with the current version of WordPress 5.4.2 and PHP 7+, if it includes a drag & drop editing and if it's responsive and mobile friendly. If you want to use a paid-for theme, there maybe be a separate charge for the theme installation and PHP modifications to support the theme.

Starting Theme: Hello Elementor supports all popular WordPress plugins. Lighter than most themes, with almost no styling and scripts.

WARNING: The WordPress platform is an Open Source environment (freely available, modified and redistributed). It needs to be protected with website backups, encryption (SSL) malware and virus protection.

Important Redesign Details: Depending on the theme selected, redesign may not exactly mirror original site.

WordPress Plug-in Toolkit: Elementor Pro (drag & drop page builder), **Envato Elements** (free/paid templates), **Imagify** (image optimizer), **Managed WP** (Tech Support), **ReallySimpleSSL** (https redirect), **Sucuri** (security auditing), & **Yoast** (SEO).

Trouble with Plug-ins/Widgets: These are little bits of code that can add amazing functions to your website. But they can hosting resource errors & slow your website down. Themes have required plug-ins to support the website functions. Elementor is a one-stop shop that adds the functionality that today's users want and website designers love.

Text Content: We agree to input your text and images into your purchased pages. Web content should be supplied using Microsoft Word or by email (RTF). Unless agreed separately, we're not responsible for inputting text or images to additional pages or creating every page on your website. If you'd like additional pages, we can provide a separate estimate for that.

Professional Copywriting*: Professional copywriting and editing services are not included in this estimate.* If you'd like to add professional copywriting or editing services, we can provide a separate estimate for that.

Typeface/Fonts: You'll want something easy to read on all types of devices. Themes give you a starting point, but it can be customized. Keep in mind that computers browsers (Macs & PCs), tablets and phones have pre-installed fonts. So you'll want a "web safe" font so that your web pages load faster & displays correctly.

If you don't use the theme default fonts, you'll need to identify the fonts to use for: header/footer, menu, body, sidebars, pop-ups, internal links, call to action, and forms.

Primary Color of your Website: Color, logo and images are an important part of your brand. We'll start with the colors from the template. If you'd like to change the colors, please provide the HEXA code, so that we can get the correct tones.

If you don't use the theme default colors, you'll need to identify the colors to use: Primary Colors: headers or icons, Secondary Colors: list items, sub-headers, animated headings and pricing tables and Accent Colors: links, button backgrounds, tabs & badges.

Graphic Images: Images are a powerful element on your website. Slide shows and galleries are a great way to showcase your business. You can even link MLS/IDX Real Estate Listings, YouTube, or Vimeo to your website. You need to provide the URL addresses, user name, and passwords to link social sites.

When using your photos, you should supply graphic files in a PNG, TIFF, JPG, or PDF formats. Free images can be found everywhere on the Internet. We use **pixabay.com** and artists accept donations for their work. Please submit the URL to the picture that you'd like to use. If you'd like us to search for photographs for you, we can provide a separate estimate for that.

Professional Graphic Design: *Professional graphic design and editing services are not included in this estimate.* If you'd like to add custom graphics, we can provide a separate estimate for that.

Links to other Websites: We'll need assess to your social media accounts (username/password) to link to your website. The Social Media sites that we recommend are: Facebook, LinkedIn, Instagram, Pinterest, Reddit & Yelp.

Warning: ALL links and buttons that point to outside websites (Reference sites, Facebook, PayPal, etc.) must display HTTPS in the browser address bar, or your website may get false HTTPS insecure errors. We are not responsible, nor can we guarantee HTTPS security on outside websites.

Transfer Files to Us: A folder will be created for you on Dropbox.com to transfer files and graphics to us; we also accept emails to"WebDev@ReallySimpleWebsites.com, please include your name/company in the regards field. To link your Once you approve your website, the Dropbox folder is deleted after 90 days after the completion of the project. You are responsible for archiving the data.

Warning: We strongly advise the information be compress/zip, and the files password protected.

Desktop & Mobile Browser Testing: Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

Display testing is done using Elementor & Google DevTools. DevTools simulate device orientation for major major desktop browsers and mobile devices, including those made by Apple (Safari), Google (Chrome), and Mozilla (Firefox). We won't check in other older browsers, including Microsoft Internet Explorer (IE) for Windows.

Search Engine Optimization (SEO): We don't guarantee improvements to your website's search engine ranking, nor can we promise to get a site higher up or to the "top of Google', but the web pages that we develop are accessible to search engines. We have no control over search engine bots. For top ranking, you'll need comprehensive and monthly SEO support; we can provide a separate estimate for that.

Website Review Process: You'll have plenty of opportunities to review our work and provide feedback. We'll share the development site with you, and we'll have regular, possibly daily contact. If at any stage, you change your mind about what you want to be delivered and are not happy with the direction our work is taking, you'll pay us in full for the time we've spent working with you until that point and terminate this contract.

Once the website is finalized, we will provide links to online user guides that are free for your use. We will not train employees, contractors, or any competitors to use CPanel, WordPress or Elementor.

Changes and Revisions: We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the amount of time that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem, but these changes may have charges associated with them, and we'll provide a separate estimate for those additional changes.

LEGAL STUFF

We'll carry out our work following good industry practice and at the standard expected from a suitably qualified person with relevant experience. That said, we can't guarantee that our work will be error-free, so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract, and you won't be liable to us or any third-party for damages, including lost profits, lost savings, or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason is unenforceable. That provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Intellectual Property Rights: Just to be clear, "Intellectual Property Rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world. So what we are trying to say is:

You guarantee that all elements of text, images, or other artwork you provide are either owned by or that you've permission to use them. When you provide text, images, or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are owned by us, or we've obtained permission to provide them to you. We agree to protect you from any claim by a third party that you're using their intellectual property.

We'll assign all intellectual property rights to you as follows: You'll own the website we create for you, BUT the website cannot be cloned to use with a competitor's hosting or cloned to develop another site. Your website <u>can be moved</u> to **GoDaddy** hosting, but cannot be cloned to develop another site. You own all intellectual property rights of text, site specification, and data you provided unless someone else owns them.

We'll own any intellectual property rights we've developed before, or developed separately from this project and not paid for by you. We'll hold the unique combination of these elements that constitutes a complete design, and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

NON-DISCLOSURE (Confidentiality) AGREEMENT

The information you provide shall remain confidential. Providing information on forms, or via phone does not create a binding relationship or contract with us, but is covered with the NDA.

Just to be clear, "Confidential Information" means all data and information relating to the any data or information that is competitively sensitive and not generally known to the public, including but not limited to: Business practices and/or strategies, classified government info, customer lists, drawings, designs and documents, financial information, hardware configurations, inventions, marketing materials, proprietary info, prototypes or samples, software, tangible and intangible info, trade secrets, unpublished patent applications, vendor lists, written and verbal representations and communications.

Any contractors involved in this contract will either be direct employees or partners of ReallySimpleWebsites, contractors sourced by ReallySimpleWebsites, or employees and partners of yours will be bound by the same NDA and Non-compete contracts that ReallySimpleWebsites uses for internal employees and contractors.

What's _NOT_ Protected
Publicly known or available information: Any Non-confidential information shared by someone else, besides you. Browser Searches: Apple (Safari) Google (Chrome) Mozilla (Firefox), Facebook, Twitter, Instagram, Pinterest, or other social media sites, archived website or printed/online publications. State, Local, US and/or International Government publications and websites.

Unsecure eMail: We use Microsoft Office 365, so our emails are stored on Microsoft's email servers and protected by Microsoft. We do not guarantee the security protocols of free email clients or webmail browser connections: not limited, Apple (Applemail), Google (GMail), Mozilla (Firebird), Microsoft (Outlook). We strongly advise that the information be compress/zip, and the files password protect.

WARNING: NDA does not prevent us from reporting illegal activity. We will and do report any illegal or suspicious activities to the proper authorities.

Displaying Our Work: We love to show off our work, so we reserve the right to present all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and books.

THE BORING, BUT NECESSARY DETAILS
In order for your website to work properly, you'll need a domain, website content & website hosting.

Domain Name: If you don't have a domain, we'll be happy to assist you with registering a great domain for your business or event. If you own a domain, we'll need full access to it. We would be happy to evaluate your GoDaddy account and determine IF/when transferring the domain is right for you and provide assistance/support with the transfer process.

WARNING: _If you fail to renew your domain on or before it expires_, there is a 5 day grace period* before you're assessed the $80 ICANN penalty, <u>PLUS</u> annual registration fees & taxes to recover your domain. <u>ICANN fees cannot be waived</u>. We do not guarantee that the DNS settings on expired domains will remain intact for outside services or can be restored. While the domain is inactive, all services (email, website, blog, etc.) will not be available.

We follow the ICANN Rules and Regulations on domain registration & renewal fees. Grace period and charges are not set in stone and may change at any time without notice.

Hosting Environment: We do offer limited support for WordPress software cPanel and Managed Wordpress hosting and SSL functionality. Our support staff is available to test the functionally of your website and hosting. We protect our servers and follow good housekeeping procedures to ensure that our Servers are protected. We will periodically update software that you can install and perform server maintenance. The software/functionality will be NOT be automatically updated for you.

Virus, Malware, WordPress updates, themes and plug-ins can cause conflicts and effect your website. We strongly suggest that you protect your website with back-ups, SSL encryption, and malware/virus protection plans.

WARNING: If you fail to renew the hosting on or before it expires, ALL files will be <u>removed</u> on the product end date. Files may be restorable up to 7 days period** after the cancellation date. IF the data can be restored, there is a $200+ fee per event / per site, these fees cannot be waived. Our Geeks will try to restore your site and

content, <u>but we can't guarantee the deleted content can be restored. While hosting is inactive, your website will display a landing page.</u>

**Recovery period and fees are not set in stone and may change at any time without notice.

SSL encryption: We will automatically install the SSL on the root domain or sub-domain on your hosting. SSL needs to be verified and encryption installed on the hosting. SSL can take up to 72 hrs to display https on your site.

Hosting Security: Backups, Malware/Virus/CDN & Firewalls adds protection to your website & database. The protection needs to be configured and tested and will be done within 24hrs after project completion.

eMail Hosting: There are a lot of options available for your professional email address. We'll make sure that your domain's DNS has been updated correctly to work with our workspace email. If you're using other email services, we are happy to verify the DNS settings for you.

We test your email in current versions of major desktop browsers, including those made by Apple (Safari), Google (Chrome), and Mozilla (Firefox). Since we don't have access to software code, we do not support email clients Apple (Applemail), Google (Google Mail), Mozilla (Firebird), Microsoft (Outlook or Office365), or phone apps.

WARNING: If you don't renew the email hosting before it expires. All files will be <u>removed</u> on the product end date. Email data* maybe recoverable up to 10 days period** after the cancellation date. <u>We can't guarantee the deleted folders, contacts, or content can be restored. While email is inactive, no new emails can be sent or received.</u>

* We follow the eMail Hosting protocols and Government Privacy policies. Email stored on the servers in Asia/Pacific & Europe under the GDPR laws and data is not recoverable.

Website Design Pre-flight Checklist
We need access to your domain. This allows us to add the domain, SSL and security to the hosting plan and transferring* the domain to your my.reallysimplewebsites.com account will make it easier to support your website.
*The domain Purchase/Transfer fees, ICANN fees, and taxes are Due-in-Full at the time of purchase.

Web Design changes:
Changes need to be submitted via email to WebDevs@ReallySimpleWebsites.com. When the changes are ready for review, you'll receive an email confirming the changes have been made or if more information is needed to complete your request.

Add-on Services
Requests for Special Services will not be started until we have received an email agreeing to the modifications, and your services have been paid-in-full.

Add-on services completion date is within 72 hrs, but depending on the complexity of the task, it may take up to 7 days to complete and can affect the completion date.

Last Steps before Lift-Off.
1. Secure your Hosting. Payment is expected, and in-full within 24 hrs after the website is approved.
2. Once the web design has been paid-in-full, we'll update your website to point to your domain. Providing Domain forwarding (.com to .net) to your live website. Your website will go live on your domain within 24 hrs. The SSLs and security can take up to 72 hrs to install and test.

FINAL DETAILS:
I'd love to start your website immediately. But we've watched enough Judge Judy to know better. <u>The requested services will not be started until we receive your signed contract or add on services have been agreed to AND we've received agreed-upon deposits or add-on fees.</u>

LAWYERS MAKE IS SAY THIS
Neither of us can transfer this contract to anyone else without the other's permission. We both agree that we'll adhere to all relevant laws and regulations concerning our activities under this contract and not cause the other to breach any applicable laws or regulations. This contract stays in place and need not be renewed. If for some reason, one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious, and this contract is a legal document under the jurisdiction of the State, Local, or US/Federal Government courts.

Legal Agreements and Policies - https://my.reallysimplewebsites.com/legal-agreements
This page contains links to current corporate policies as well as agreements for the products and services available through Really Simple Websites. To view any of the documents presented on this page, click on the policy/agreement.

And finally, we are not associated with the outside websites links that we provided in this document and our website. These are the tools we use every day, and we didn't want to recreate the wheel.