



WEBSITE DESIGN CONTACT – WEBSITE BUILDER HOSTING

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, we'll try not to use confusing 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 on the Website Builder 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.

You'll do this when we ask and provide it in the formats we ask. You'll 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

We'll create your website based on the professionally designed template that best meets your needs. Templates include, but may not be limited to, site licensed, professional royalty-free images & fonts for your use. Templates have some limitations but are customizable with your brand's elements (logo, text, photos, website, sites primary color, etc.). Drag and drop design functions make it easy for you to make changes on-to-go.

Builder Plan can be upgraded or downgraded at any time -- no need to pay for features that you don't need. So if you want to offer online appointments in the future, or link your restaurant to OpenTable or add Multiple Real Estate Listings, these are features of the Business Plus plan. If you decide to downgrade, the current features associated with the plan are not saved.

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.

Important Redesign Details: Redesign may not exactly mirror original site.

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. There are over 45+ royalty-free font types to choose from to use for your primary font (Headers); it is paired with a complementary font to use for your text (body). We'll provide you a chart of fonts that are currently available.

Warning: Not all font combinations will be available at this time.

Primary Color of your Website: Color is another design element that we need. The template primary color can be changes, but the accent color assigned automatically assigned and cannot be modified at this time.

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 media sites.

The Website Builder comes with a library of professional royalty-free images for you to use. 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 VectorStock. Artists charge a \$15 per image or they 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: 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. 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 Website Builder & 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: 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 Website Builder program.

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.

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, it will need to be transferred to your my.ReallySimpleWebsites.com account for it to work correctly. We would be happy to assist with the transfer process.

IMPORTANT DETAILS: The domain must be in your my.ReallySimpleWebsites.com account for your website to found on the Internet. To transfer a domain to us, it needs to be unlocked and privacy removed at your current registrar. Before transferring or making domain changes, copy the DNS records, so that you don't lose your current email services.

WARNING: If you fail to renew your domain on or before it expires, there is a 7 day grace period* before you're assessed the \$80 ICANN penalty, PLUS annual registration fees & taxes to recover your domain. ICANN fees cannot be waived. 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.

Office 365 eMail Addresses: 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 out GoDaddy MS Office 365 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 removed on the product end date. Email data* maybe recoverable up to 10 days period** after the cancellation date. 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.

* 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 Builder Hosting Environment: We do offer limited support for Website Builder software and hosting. The hosting, security & SSL is included in the hosting fees. SSL can take up to 72 hrs to display https on your site. Plus side is that you'll have a low maintenance website, but you won't have access to the code. So it can't be modified with apps or plug-ins.

We protect our servers and follow good housekeeping procedures to ensure that our Servers are protected. We will periodically update software and perform server maintenance. Our support staff is available to test the functionality of your website and hosting. The software/functionality will be automatically updated for you. Periodically new options and or features may be available without additional charges or plan change.

WARNING: If you fail to renew the Website Builder hosting on or before it expires, ALL files will be removed on the product end date. Files may be restorable up to 10 days period** after the cancellation date. IF the data can be restored, there is a \$75+ fee per event, and these fees cannot be waived. Our Geeks will try to restore your site and content, but we can't guarantee the deleted content can be restored. While hosting is inactive, your website will display a landing page.

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

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.

First, 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. 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

We're sure you understand how important it is for us, as a small business, that you pay our invoices promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

Website Design & Service Fees:

Estimated Starting charges are attached and are based on the complexity of your project.

We issue Website Design invoices electronically. Our payment terms are 3 days from the date of the invoice. A deposit of ½ of the design fee is expected along with the signed contract. All proposals are quoted in USD, and payments will be made at the equivalent conversion rate at the time the payment is made.

Domains, eMail & Hosting:

These are separate ongoing charges to keep your website live. We strongly recommend setting your products Auto-Renew.

Domains fees are based on the domain extension and need to be quoted at the time of purchase or transfer. You should expect to pay about \$17.00 USD* per year for a dot com.

* taxes and ICANN fees/Prices are subject to change.

IMPORTANT DETAILS: We strongly advise our clients to purchase Ultimate Domain Protection and Security.

Website Builder Hosting Plans:

Personal – Responsive mobile design, includes SSL & Built-in Blogging.

Business – Responsive mobile design, includes SSL & Built-in Blogging. Business includes PayPay Buy-now/Donate button & SEO links.

Business Plus – Responsive mobile design, includes SSL, Built-in Blogging, PayPay Buy-now/Donate button & SEO links. Business Plus includes Book Online Appointments.

eMail: There are a lot of options available for your professional email address. recommend GoDaddy MS Office 365 (fully secure) email.

Essentials – 10GB email Storage, Sync across all devices & up to 400 email aliases.

Email Plus – 50GB email Storage, Sync across all devices & up to 400 email aliases.

Online Essentials – Web-app of Excel, Word, Powerpoint, etc. 1 TB storage & 50GB email Storage, Sync across all devices & up to 400 email aliases.

Business Premium – Office 365 (Excel, Word, Powerpoint, etc.) install up to 5 devices, 1 TB storage & 50GB email Storage, Sync across all devices & up to 400 email aliases. Unlimited online meetings & HD video conferencing.

Payments:

We accept checking accounts, credit, debit, or PayPal to purchase or renewing products. All active products MUST have a payment method assigned to it.

You agree to pay all charges associated with international transfers of funds, if applicable. The relevant bank account details will be partially masked on our electronic invoices. We reserve the right to charge interest on all overdue debts at the rate of 5% per month or part of a month.

Website Design Pre-flight Checklist

1. We need access to your domain. Please complete the domain purchase/transfer to your my.ReallySimpleWebsites.com account. Purchase/Transfer fees, ICANN fees, and taxes are Due-in-Full at the time of purchase.

Web Design Timeline:

1. After our web design consultation, you'll receive a live link to your demo website within 3 business days.
2. Once we've received the signed contract and deposit. Work will be started in 3 business days.
3. Start providing website content, logo, and images needed to complete your website.

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 target 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 can take up to 72 hrs to install, and the HTTPS is displayed.

FINAL DETAILS: I'd love to start your website immediately. But we've watched enough Judge Judy to know better. 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.

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.