



Website Design Terms

This document refers to “we” and “us” as SBWeb – Santa Barbara Webdesign, and “you” or “the client” as the contractual partner for a website design project. It outlines the conditions under which we agree to build a website together.

Because we offer website development on a fixed amount basis, we have created an effective procedure that allows us to charge less than our competitors while providing exceptional service. This document clarifies the extent of our services. Here, we define the number of edits of text, layout, and design, also the screen sharing sessions available for your project.

Once you sign-up, we may send you a document named “Design and Content”, asking you to provide all details regarding the content and design of your new website. We ask you to review and edit this document as a Word document, so we can track your edits and corrections. PDF’s or handwritten documents can only be accepted in exceptions that need to be agreed upon since they slow down our review process and design time considerably.

As an alternative to using the “Design and Content”, document you may also provide these above-mentioned details in the form of emails with attachments, outlining your desired design and layout. Links to existing websites are helpful.

Our online meetings utilize modern screen sharing technology to discuss design and layout decisions with you.

Step-By-Step Design Process

Once we have agreed on design and layout, we proceed in a step-by-step process creating your site:



1. Together with you, we start designing a framework (template) for your site. This design work is typically performed in Photoshop or a similar software. You receive images of the design for approval.
We grant two separate designs: for home page and subsequent pages.
Subsequent pages will share similar headers, but can differ in sidebars.
2. Once you approve the design, we will start building the site in HTML and fill it with your content.
3. **Important:** From this point onwards, only minor changes in the design can be performed. Changing design and its structure after building in HTML has started or even content has been applied will result in additional hourly charges.
4. This does not apply to changes like font size, font color, and font family.

Providing Content

We do not offer unlimited edits. We assume that the content provided by you is one of the final versions and grant you two more edits per page. If more edits occur, we may apply our hourly rates.

To minimize typos, we encourage you to utilize modern online tools like <https://prowritingaid.com>, or <https://app.grammarly.com/>. To check capitalization for headlines we recommend <https://capitalizemytitle.com/>.

Graphics and Design Limitations

We do not offer unlimited edits. We limit design edits to four hours for a one pager and 1.5 hours per page on multiple page projects. If more edits occur, we may apply our hourly rates.



Technical Limitations

Our designs are being produced within the limits of Adobe's Product line Version CS5. Designs and features that go beyond the technical possibilities of these professional products cannot be guaranteed. If you plan to implement Eastern languages, please check with us for availability and additional costs. Some fonts from Thai, Korean, or Vietnamese might not be compatible. Again, please check with us prior to adding these languages.

Animations

We offer JavaScript based slideshows on the home page, also slight animations of images like fade-in or slide-in may be chosen for all pages. We present you up to three different versions from which you can choose what is right for you. Also here, we ask you to proceed with us on a step by step basis. As mentioned above, changes that include a redesign of key elements after previous approval will be calculated and charged at an hourly rate.

Logos

Logo Design is Graphic Design, not Web Design. Logos are typically designed with different software and with print media in mind, e.g. business cards, letterheads, and rack cards. Logo Design is not included in our services; we might agree to spend half an hour to create a simple logo for you.

Add-Ons, Images, Videos

The client is responsible for purchasing images, videos, and add-ons that enhance functionality. Add-ons need to be paid in full at the time of order.



Videos for streaming have to be located on a separate server. We provide free video hosting for websites we are hosting.

Payments

For prices below \$1000, the full payment is required to start your project. Projects with a total above \$1000 require a 50% down payment unless a different payment plan has been negotiated.

Hosting will be paid for a full year in advance unless it is included in your website package.

A site can only be published when all payments have been completed.

Postponements Due to Inactivity

In case the project is postponed or delayed due to inactivity on your side, we reserve the right to ask for the remaining amount that was agreed upon after three months of contract signing. For projects over \$5000, that time frame extends to six months.

In case the project is delayed over a year from starting date, we reserve the right to ask for the remaining amount plus an adjustment according to any rate increases to our hourly rate.

Milestones

For larger projects that include more than 10 pages and/or pricing that is broken into three installments, the second payment can be requested once a milestone has been completed. A milestone can be:

- 50% of the reviewed and rewritten content has been returned to us
- The templates and designs for homepage, subsequent pages, and blog pages are ready to be applied.



Incomplete Projects

In case a project is being delayed due to our client's failure to provide material such as information, text content, or images, we remain committed to complete the project within an additional year.

Ownership and Non-Payment

Until the full amount agreed upon in our contract is paid, the website remains in our possession and our control. This also refers to access to files, databases, and logins.

We reserve the right to suspend the website in case of non-payment after five days. Server accounts that have not been paid will be deleted after two weeks.

If your annual fee includes domain registration, the domain will go into our possession after one week in case of non-payment of the combined hosting and domain registration fee.

Cancellation

Orders can be only canceled if no services have been performed yet. Services already performed cannot be refunded.

In case that a client does not provide the information required in the initially sent "Design and Content" document, SBWeb – Santa Barbara Webdesign is entitled to cancel the project. The client will be reimbursed with a maximum of 50% of the amount already paid.

If SBWeb – Santa Barbara Webdesign and a client cannot agree on a design, the client reimburses SBWeb – Santa Barbara Webdesign for all design work performed for an hourly rate of \$75 or \$40 per 30 minutes.



Completion

We guarantee to present the completed site to you within fourteen days after receiving your material unless stated otherwise. Editable sites and blogs are excluded from this rule.

Completion within ten days cannot be guaranteed if materials are incomplete.

Completely new designed sites are excluded from this timeline, although we usually are able to present the results within this time range. Completion is defined as either publishing the site on the Internet or the implementation of all details mentioned in the content and design document mentioned in the first paragraph (whatever occurs first). As a courtesy to our clients, minor changes like text editing can happen for one week after completion.

Materials

We relate to materials that need to be provided by you as the choice of samples you would like to have customized, color preferences, content you would like to be displayed (texts, images in electronic form that can be easily edited in common formats, e.g. Word documents txt or rtf files, photos in jpg, gif, bmp, png or psd format), number of pages related to the topics of your choice.

Content and Copyrights

The copyright for all the content that you submit to us for publishing on your site remains with you and will not be used on other websites.

If after some time you prefer hosting your site on your own server, you agree to protect the content with a copyright note, and a right mouse click pop up alerting the visitor of copyright protection.

Further hosting terms are defined in a separate document.



Third-Party Software

On request, we will implement third-party software or database connections to third-party software into your website (such as LawLogix Web Capture or Client Login). SBWeb – Santa Barbara Webdesign is not responsible for the technical support of any third-party software. Please refer to the third-party's technical support for any questions and concerns.

Domain Name Registration

We will immediately secure your desired domain name (pending availability) and include the first year of service FOR FREE if you host with us. The domain is registered in your name. Access to the domain, however, will be controlled by us. As an additional service, we offer to renew your service as needed as long as you host with us.

Domain and Hosting need to be paid in time to assure uninterrupted service and keep ownership. We reserve the right to suspend Hosting accounts that are more than 5 days overdue, delete them after two weeks.

Unpaid domain names remain in our possession, they can be recovered for an \$80 fee.

Website Hosting

If you have chosen our hosting services, free web server maintenance is part of our services. Starting 2016, we no longer provide email hosting for new clients. We recommend utilizing Google's G-Suite as a premium provider with excellent technical support. To learn more, please visit [G-Suite](#). An affordable and reliable alternative is [Namecheap](#) with plans starting at \$11/year.

The Hosting term starts the day your website server is being set up. Depending on the circumstances, your hosting term might start with the date your contract is



signed, possibly later. Since modern websites are typically designed on the server, it will not be identical with the date of publishing.

Access = Responsibility

Since we perform all maintenance on our specialized servers, we do not grant ftp access or even cPanel to our clients.

Our clients may request Editor access. We offer 45 min introduction for the content management system.

In the rare case that we grant you access to the site, you, the client assumes responsibility for security, content, and software of the site.

You may request free weekly or monthly statistics to be sent to you via email. Further hosting terms are defined in a separate document.