

## *Terms of Service*

### All Inclusive Website Package

#### Summary:

You are engaging City Dock Digital as an independent contractor to design, develop, host and manage a website for the total price reflected after selecting optional add-ons to be paid monthly for the time frame of 24 months.

#### What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we'll need to complete the project – including text, images and other information – as and when we need it and in the format we ask for. You agree to review our work, provide feedback and approval in a timely manner and to stick to the payment schedule set out in the "payment" section of this agreement.

We agree to carry out our services in a professional and timely manner. This includes the planning, design, development, hosting and management of your new website for the next 24 months (beginning from the date of your first payment).

We adhere to high standards and best practices when designing and coding your website. We agree to keep you thoroughly informed throughout the process and maintain the confidentiality of any information that you give us.

Once your website is live, we agree to provide the following each month:

- Provide reliable & fast hosting for website
- Keep WordPress updated to the latest version
- Keep WordPress plugins and themes updated to their latest version
- Run daily security and performance scans
- Backup website database and site files (daily)
- Monitor website 24/7 for downtime
- Collect website traffic analytics
- Optimize the WordPress database
- Provide a detailed monthly report of updates, findings and website traffic
- Offer unlimited email support & 1 hour per month of on-site tweaks or content updates

## Scope of Work

We've designed the All Inclusive Website Package to include everything most business need to make their website a success. You can find your personalized Scope at the beginning of this proposal.

If, while we are designing/building your site, you change your mind and want to add extra features and/or functionality, that won't be a problem. However, we will evaluate the request to determine if it fits into our package or if it requires additional costs. Additional costs will need to be agreed to before the extra work commences. This additional work will affect deadlines and they will be moved accordingly. We'll be up front about all of this if and when it happens to make sure we're all on the same page before proceeding. We may also ask you to put requests in writing so we can keep track of changes.

If the nature or functions of the project change significantly throughout the process, we reserve the right to deem the current project cancelled. At this point you will pay us in full for all the work we have done and may commission us to complete the new project based on the new requirements. This will require a new quote and contract.

## Payments

Work on your project will begin once we have received your first monthly payment. You can select an automatic recurring charge to a credit card, bank transfers, or send checks manually each month.

By submitting your first payment, you authorize City Dock Digital to charge the payment method you submitted for all the invoices generated for the services rendered under this ongoing payment plan for the following 24 months. When signing up to make your payments via credit card online, you will receive a receipt of your payment via email each month.

If you elect to make payments via bank transfer or manual check, you will receive an invoice for the amount due each month to be paid within 7 days.

If a monthly payment is missed or not submitted within the terms of the invoice (7 days) your website will be temporarily disabled until we have received payment.

## Cancellation

Cancellation of your monthly recurring service can occur at any time after your first six months of service.

In order to cancel your recurring payment or change payment method, simply contact City Dock Digital prior to your payment's due date, given that it is at least six months after your initial payment. We will issue a final invoice for the applicable cancellation fees. If your final invoice is not paid within the terms of the invoice (30 days) your website will be scheduled for deletion.

Cancellation fees are as follows:

- After 6 months, if you are not happy, you may cancel for a fee of 50% of your remaining balance. Your website will be scheduled for deletion 2 weeks after your cancellation request.
- After 6 months, if you wish to cancel and take your website with you, you may do so for a fee of 50% of your remaining balance PLUS a \$1,800 buy-out fee.

## End of Contract

At the end of the 24 months, you may choose to do one of the following:

- Renew your current plan and receive a FREE re-design
- Opt out of a FREE redesign and continue ongoing hosting, management and care by signing up for one of our standard website care plans starting at \$49/month.
- Discontinue working with us and self-manage your website on a new hosting provider for a transfer fee of \$400. Note: if you choose to move your website to a new hosting provider, you will be responsible for all premium plugin licenses moving forward. We are happy to give you a list of these plugins at any time. You will also be responsible for software & plugin updates, backups, security management and all the other awesome monthly maintenance stuff we provide!

## Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the website are either owned by your good selves, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the markup, CSS and other code and we license it to you for use on only this project. We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed project as part of our portfolio and to write about the project on websites, in magazine articles and in books about web design.

Unless requested not to do so in writing, City Dock Digital retains the right to add a small "website by" credit to the bottom of the new website.

## Third Party or Client Page Modification

You acknowledge that you and your staff have access to independently edit or update web pages within the WordPress platform.

You also acknowledge that anyone other than you or its subcontractors who attempt to update the website and damages the design or impairs the ability for the web pages to display or function properly, may result in time to repair the web pages in order to restore the website.

In this event, damages will be assessed at an hourly rate of \$95 with a one-hour minimum. Work to repair the website from third-party modifications is outside of the scope of the all-inclusive website package.

## Limitation of Liability; Disclaimer of Warranties

Although there are limitations to the guarantees we can provide, your satisfaction is very important to us. Please read and understand our limits of liability before engaging in our services.

Although we strive for your website's optimal performance and security, we did not build the WordPress software or plugins used on the website.

City Dock Digital does not represent, guarantee or warrant that the functions contained in these webpages or internet website will be will be uninterrupted, error-free, free from loss, corruption, attack, viruses, interference, hacking, or other security intrusions, and City Dock Digital disclaims any liability relating thereto.

To the extent not prohibited by law, in no event will City Dock Digital be liable to the client or any third party for any damages, including, but not limited to, any lost profits, lost savings, loss of data, business interruption, or incidental, consequential or special damages arising out of the operation of or inability to operate these webpages or website, however caused, even if City Dock Digital has been advised of the possibility of such damages.

### But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without our permission. 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 exclusive jurisdiction of the courts of Maryland.

By checking the "I have read & agree to the terms of service" checkbox during checkout, you are agreeing to the terms listed in this document.