

Terms and Conditions – Web Site Design & Development Starting Points and Hosting Agreement

“Starting Points” are web site templates or web page layout images in Photoshop or other image program format that are used for the basis of developing and launching a static or dynamic web site for a client of OAKTREEWEB.

We will build a web site on basis of our interview and conversation regarding the content, images and graphics or other content to be inserted into the web site at the client’s request.

Your responsibilities:

1. Provide the content for each web page and samples of your communications materials already in use, if any, such as business cards, logos, letterhead, etc. that is relevant to the development of your web site.
2. Review and communicate in writing all the changes, corrections, and modifications necessary to meet the requirements initially discussed with a professional from OAKTREEWEB. Change orders can be communicated using our online ticket management system or by E-mail.
3. Obtaining a web hosting provider if you choose not to host with OAKTREEWEB, and prior agreement has been negotiated with us to use a 3rd party hosting service (use of our “Starting Points” assumes you will use our hosting service as the pricing is based on this principle).
4. Copyright permission has been obtained for all images or other information used by the client that is not directly owned or created by the client.
5. No illegal or fraudulent information or claims are made or engagement of unlawful practices or other pursuits will be undertaken by engagement of these services by the client.

OAKTREEWEB responsibilities

1. We will modify or extend design services and implement a completed web site for launch as discussed in our interview and documented in the web site specifications.
2. We will grant you non-exclusive limited license to use our web site “Starting Points” on a single web site only. Duplication is not permitted for creation of additional web sites using our design and code nor can you provide our designs for re-sell to a 3rd party under any conditions.
3. We will make additional modifications beyond these quoted on a separate quotation basis for new work.
4. You may make modifications but this invalidates our guarantee and subjects you to additional charges if we are contacted to rectify the modifications made by you.
5. We will provide the finished web site on a “best efforts” basis and guarantee work for 30 days after launch during which time we will fix any reported problems found by you (the client).

Indemnification

The “Starting Points” are provided as is, without warrantee of any kind, either expressed or implied. We are not liable in any event for damages direct or indirect, special or incidental or consequential damages or other losses arising out of use of our “Starting Points”

Payment and Fees

One time design fees less than \$500 will be paid in advance by check or online using our PayPal services or other card processing services. Design fess exceeding \$500 can be made in 3 installments by separate contractual agreement. Hosting service assumes a 2 year commitment and is by subscription service using our PayPal month-to-month payment service. An annual service can be negotiated if the client chooses this option.

Termination of Services

Service may be terminated at any time if the terms of this agreement are breached in any way at the discretion of OAKTREEWEB. You may also choose to terminate this service any time prior to 30 days after start of design activities and if the web site has not already been launched by OAKTREEWEB. Any related start up fees if any such as domain names services and set up fees are not refundable.

Acceptance of this Agreement

Indicate your acceptance of this agreement by signature below, payment of the design fee, and by subscription to our hosting service if applicable.

Acceptance Signature

Date