



# Terms & Conditions

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## Key Web Concepts, Inc. / Emerge

A Division of Networking Technologies + Support

Key Web Concepts, Inc. ("KWC") appreciates your interest in our services and the opportunity to work with you. Please read these Terms and Conditions carefully. Terms are subject to change, and KWC may revise them at any time. Please refer back to this page for current Terms and Conditions (<https://www.keywebconcepts.com/terms>).

### 1. Consultations

KWC offers an initial consultation to new Clients to better understand their needs and to ensure all questions are answered and expectations by both parties are clearly defined prior to starting a project.

#### 1a. Cost

Initial consultations at the KWC office are free of charge. Travel time to and from on-site consultations (at the request of the Client) will be billed at 50% the employee's billable rate.

#### 1b. Cancellation Policy

KWC asks that you give at least 24 hours notice to cancel and/or to reschedule a Client consultation.

#### 1c. Additional Consultations

Additional consultations may be scheduled on an "as-needed" basis. They are billed at the normal hourly rate for consultations.

### 2. Website Design Proposals

KWC will present the Client with a written proposal within 3-5 business days of the initial website consultation. This proposal provides an outline of website design, copywriting, development and Search Engine Optimization services and the estimated cost for these services, as well as a timeline for project completion.

The final cost provided in a proposal is an ESTIMATE based on the number of hours anticipated for completion of the client's project. All hours beyond those quoted in the proposal will be billed at an additional hourly rate.

Proposals are valid for 45 days from the date of the proposal. After 45 days, if the Client has not responded, KWC will assume the proposal was not accepted, and the proposal will be null and void.



Last updated 1/12/2021

## 3. Deposits

KWC will begin work on a project after an initial deposit has been received.

### 3a. Deposit Rates

Website Design: 50%

Logo Design: \$200.00

Print Orders: 50% is required prior to placing all orders over \$100

## 4. Payment

For any work done by KWC, an invoice will be prepared and sent, via email or USPS, to the Client detailing the payment due for services. Most services are billed at an hourly rate based on rates established in our proposals or by established content management rates. Payments are due within 30 days of the invoice date or within the specific terms established with the Client.

For work that requires an initial deposit, the remaining balance is due upon completion of the project. Other payment arrangements are made and approved at the discretion of KWC's management.

### 4a. Website Fee Schedule

A 50% deposit, as well as the signed proposal, is required to begin work.

A 25% payment is due after initial skin is finalized and approved. This payment is required in order to begin the development stage of the project.

The remaining balance for the project is due, in full, before the website can be launched. This includes any additional hours that exceed those estimated in the proposal.

### 4b. Progress Billing for Graphic Design

Progress invoices will be submitted after 30 days of inactivity from the client, if all remaining tasks are delayed due to client inactivity. The Client will have 30 days to pay the invoice. All invoices must be paid before any files are released to the Client.

### 4c. Finance Charges

Finance charges may be applied to an outstanding invoice that is over 30 days old. Outstanding invoices are subject to 1.5% per month finance charge on the unpaid balance. Invoices that are over 60 days outstanding may be forwarded to a collections agency for collection. The Client assumes responsibility for any legal fees or court costs pursuant to collection or remediation for the full amount due.

## 4. Payment

### 4d. Content Management (Site Updates)

All site updates requested by a Client will be billed at the hourly rate disclosed. A minimum of 1/2 hour charge will be issued for all requests. Supplementary requests for changes must be received prior to the implementation of the former requests or they will be billed separately.

### 4e. Receipt of Goods

- All invoices must be paid in full before a Client may receive any work completed by KWC.
- A Client will receive logo files once full payment for the logo design has been received.
- A Client's website will go live once full payment for website design and/or website hosting has been received.

### 4f. Attorneys' Fees

- The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

## 5. Small Business Startup Package

### 5a. Hours

The Small Business Startup Package (SBSP) covers up to 6 hours total design time for the development of a custom logo and a custom business card design. 5 hours are allotted to logo design; 1 hour is allotted to business card design.

### 5b. Additional Charges

If design time exceeds 6 hours, KWC reserves the right to bill the Client outside of the SBSP. Additional work will be billed at the standard graphic design rate.

### 5c. Payment

The Client will pay for the SBSP in full, prior to the start of the project.

Due to the deeply discounted nature of the SBSP, KWC does not offer refunds on the SBSP.

### 5d. Add-ons

Clients may request services or features that go beyond those provided in the SBSP, such as rounded corners, double-sided cars, or spot gloss. These add-on services will be billed in addition to the cost of the SBSP.

## 6. Website Hosting

### 6a. Renewal Policy

Website hosting invoices are billed 45 days in advance of the expiration date of the Client's website hosting account. **Payments must be received no later than 15 days before the hosting expiration date.** If payment is not received within the specified time frame, the hosting account may expire and the domain released to the general public.

### 6b. Updates

The yearly fee paid for website hosting does not include any changes or updates made to the Client's website or website content. All updates are billed at a separate hourly rate, to be paid by the Client within 30 days of update completion.

## 7. Ownership

Final designs, content and additional results from project work become the property of the Client after all fees have been paid in full to KWC. KWC reserves the right to use or reference the work in its portfolio and advertising materials.

Concepts that are not selected or used in the final project remain the property of KWC.

## 8. Trademarks

It is the Client's responsibility to make sure their company name is available. It is also the responsibility of the Client to secure a trademark to protect the company's name and/or image(s).

## 9. Copyright Infringement and Trademark Violation

The Client agrees that any content, graphics, photos, trademarks or other artwork or designs provided by the Client for inclusion in a project completed by KWC is the Client's rightful material, or that the Client has permission from the rightful owner(s) to use these materials. KWC and its employees are not liable in any claims or suits arising from a Client's misappropriation of text or images.