# InCline Business Solutions Terms of Service Website Design

A written agreement with additional terms will be provided to the Client and signatures completed before design work begins.

The Client is responsible for ensuring that all material supplied to InCline Web Solutions during a development is either copyright free or that the Client has the permission (must provide proof) of the respective copyright owners to use the materials.

\*\*Additional photos, videos, icons or not included in the initial website design category will be an additional charge and you will be emailed a quote before the project begins.

\*\*Packages do not include any services listed in "Additional Services" below:

- Additional Services that require "Per Hour" payment:
- Additional Website Development, Design and Web Content Services, such as new design/layout, and copywriting.
- Additional Pages.
- Tech support from wix that Cara handles if needing troubleshooting.
- Copywriting & article/content procurement.
- Database creation & management.
- Ecommerce (shopping cart install, management, maintenance)
- Consultation & Recommendations for upgrades/improvements (\$35 an hour)
- (Rates vary depending on complexity of service. Range is \$75 \$125/hour)

### Package Terms in addition to Terms Above and below:

Each service package equals a certain amount of hours listed which is suitable for 90% of updates, fixes, and other general issues – if there is an issue I discover that will take several hours to fix because of its complexity, you will be billed the difference. (I will request approval to added time prior to starting work.)

Additional time starting at a minimum of \$75/hour up to \$125 an hour (depending on the request) for Non-weekly and non-monthly packages or special projects, details to be agreed on after request submitted by client.

Unused updates do not roll over to the new month (applies to all packages).

Billing for service is available Monthly, or pre-paid Quarterly or pre-paid Yearly.

Payments are non-refundable.

Packages do not include any services listed in "Additional Services" below:

Additional Website Development, Design and Web Content Services, such as new design/layout, and copywriting.

Graphic design support: layout changes; image procurement; image scanning, resizing, & optimization; color & font optimization; logo refinement.

Website custom programming (code), and special functionality.

Tech support that I submit to wix on your behalf for troubleshooting

Marketing & SEO support.

Copywriting & article/content procurement.

Database creation & management.

eCommerce (shopping cart install, management, maintenance).

(Rates vary depending on complexity of service. Range is \$75 – \$125/hour).

Additional terms and policies will be included in the client written agreement.

#### **RETURN POLICY:**

Graphic Design:

The deposit payment specified in your agreement is non-refundable (Designer will provide proof of work starting within 5 business days of down payment).

Requests for refunds, after the deposit payment's associated Milestone Tasks (meaning approved tasks in writing from the Client) have been achieved, must be presented to the Designer in writing within 5 days of the completed tasks.

Refund requests must be made prior to the Designer receiving written or verbal authorization or approval of acceptance of services performed.

Phone requests will not constitute acceptance of any refund request.

If a partial refund has been given to the Client, the graphic design in question cannot be used for any purpose by the Client and the Client cannot resell it or give it to any other party outside of this agreement without specific authority from the Designer in writing.

## Web Development Services (including packages):

The deposit payment specified in your agreement is non-refundable (Designer will provide proof of work starting within 7 business days based on the beginning of the design scheduled timeline) of down payment).

Requests for refunds, after the deposit payment's associated Milestone Tasks (meaning approved tasks in writing from the Client) have been achieved, must be presented to InCline Business Solutions in writing.

Refund requests must be made prior to InCline Business Solutions receiving written or verbal authorization or approval of acceptance of services performed.

In the event that the deposit amount does not fully cover the development time spent on the project (at \$75 to \$125/hr depending on the project), and other expenses related to development of the project, an additional payment May be due and a detailed email with an explanation will be sent to The Client.

Please refer to the specific details found in your project proposal and agreement.

All refund requests must be received in writing. U.S. Postal mail is acceptable within the time limit of 15 days from the completed tasks mentioned in this agreement as well as any addendums or email requests made before the final project.

Phone requests will not constitute acceptance of any refund request.

If a partial refund has been given to the Client, the Design in question cannot be used for any purpose by the Client and the Client cannot resell it or give it to any other party outside of this agreement without specific authority from the Designer in writing.

#### Non-refundable Services:

The following payments, or time spent for a completed Milestone with approval from the Client are not refundable:

- \* Down Payment
- \* Milestone Achievements (meaning approved tasks in writing from the Client)
- \* Approved Website Maintenance

How Confirmed (all parties agreed upon and any small claims court case or arbitration completed) Refunds Are Processed:

Unless your agreement states otherwise, payments made to Designer by credit card or App will be refunded to the card or App account that the payment was made within 15 days of agreed on amount due.

Cash or Check payments will be refunded by Check only within 30 days of the agreed upon partial refund date.

Final Terms to be written in a formal agreement for each client before work is to commence.