

Barking Dog Graphics Terms of Service
Agreement for services.

This agreement is between 'Client' (Purchasee) and 'Provider' (Barking Dog Graphics).

Any payment made to Barking Dog Graphics for services acknowledges agreement to these terms and conditions.

1. WEB DESIGN SERVICES

'Client' is engaging above named 'Provider', as an independent contractor for the development of a website. Design to include, but not limited to, web page layout, text placement, graphics, photos, navigation links, external links, e-mail links, CSS stylesheet, and installation to 'Client's' web hosting account. The 'Client' authorizes 'Provider' access and "write permissions" to all directories and files of this account.

2. PAYMENT

'Provider' accepts U.S. funds only. Cost varies and is based upon individual project. A down payment of half of the quoted price is required prior to beginning any work. Half of down payment is a non-refundable setup fee. Until 'Provider' receives down payment, the assumption is that prospective clients are still shopping around for a designer.

Final payment is due upon completion of project. Website will be uploaded to 'Client's' web server, or project will be delivered to 'Client' once 'Provider' receives final payment.

Watermarks will be removed from materials once 'Provider' receives final payment.

Any work requested in addition to quote will be billed based on the regular design hourly rate.

Credit cards, debit cards, and e-checks are accepted, checks are accepted on a case-by-case basis. 'Provider' does not accept trade for any services that the 'Client' may offer; this includes any partnerships in business.

3. WEBSITE MAINTENANCE

Minor updates and changes to website at no charge for one month beginning when final payment is received and website is transferred to 'Client's' web hosting account for public viewing. Minor changes are limited to: changing wording, or making general design or text corrections.

Major changes such as adding new pages, new pictures, new text, or retyping lengthy text are not included in the initial website design price and will be billed separately.

Fees for ongoing website maintenance are \$40.00 per hour with a thirty minute minimum. Rates are subject to change without notice.

4. SEARCH ENGINE OPTIMIZATION (S.E.O.)

Continued S.E.O. is provided on an hourly basis and billed monthly. 'Client' may discontinue S.E.O. at anytime and pay remainder of S.E.O. services performed. Rank placement is not guaranteed by 'Provider' however, 'Provider' guarantees to perform S.E.O. per time set by 'Client' to help ensure positive search engine rankings. 'Provider' will not make any changes to website pages not created by 'Provider'. 'Provider' will suggest needed changes and/or improvements on 'Client's' current website to 'Client' or 'Client's' current website designer.

5. COPYRIGHT AND TRADEMARKS

The 'Client' guarantees ownership of all text, graphics, photos, designs, trademarks, and other artwork furnished to 'Provider' for inclusion in website, or that the 'Client' has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend 'Provider' from any claim or suit arising from the use of such elements furnished by the 'Client'.

Any material in violation of any Country, Federal, State or Local regulation is prohibited as well as housing any copyrighted information (to which the customer does not hold the copyright) on your website.

'Provider' will not design, promote, or attach links to any site that includes pornography of any kind.

6. LIABILITY

If 'Client' or other agent acting on the behalf of the 'Client' accesses files and disrupts the layout or functionality of the website, under no circumstances, shall 'Provider', or any other company involved in the creation, production or distribution of the 'Client's' website, be liable for any damages or loss of information. 'Provider' will work to get the website back up and running at the regular website design hourly rate.

Under no circumstances, shall 'Provider', or any other company involved in the creation, production or distribution of the 'Client's' website, be liable for any damages that result from the use of, or inability to use this web design service; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to 'Provider's' records, programs, or services.

7. DOMAIN REGISTRATION AND HOSTING

Selecting a domain registrar and website hosting service is the sole responsibility of the 'Client'. Paying for and renewing domain registrations and hosting services are also the sole responsibility of the 'Client'.

8. E-COMMERCE

The 'Client' is solely responsible for complying with any and all laws, taxes, and tariffs and will hold harmless, protect, and defend 'Provider' from any claim, suit, tax, fine, penalty, or tariff arising from the 'Client's' exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

The 'Client' is also responsible for the cost of E-commerce software, and SSL Certificates (which will be discussed with 'Client', and included in quote) as well as running their online

stores, which includes, but is not limited to: configuring product categories, adding products (including images, titles, descriptions), selecting and configuring shipping options, and managing store orders.

'Provider' shall not be liable for any taxes or other fees related to purchases made on 'Client's' website. 'Client' agrees to take full responsibility for all taxes and fees associated with products sold on 'Clients' website.

9. AUTHORSHIP CREDIT

'Client' agrees that 'Provider' may put a small link on the bottom of 'Client's' website establishing authorship credit. 'Client' agrees to inform 'Provider' if this link is removed at any time. 'Provider' may use an image, link, or description of 'Client's' website as a sample of work on 'Provider's' website.

10. CONFIDENTIALITY

Under no circumstances shall 'Provider' share any of 'Client's' personal information such as user names, or passwords with anyone.

11. FILE BACKUP

'Provider' will backup completed website files in disc format and send to 'Client' upon request by 'Client'. 'Provider' does not keep any project files or images provided by 'Client' during the design process due to space restrictions.

12. DEADLINES

If 'Client' sets a deadline date on any project, content from 'Client' must be received on or before content delivery date agreed upon between 'Provider' and 'Client' to support quality design, and also prevent time restrictions with our printers on projects that require printed materials. If content is not received on or before content delivery date agreed upon between 'Provider' and

'Client', project will be considered a rush job and 'Client' will be billed \$20.00 an hour in addition to current hourly rate.

13. PROJECT TERMINATION

'Provider' reserves the right to terminate the web design project at any time. In the case of web design project termination by either 'Client' or 'Provider', down payment will be refunded less the setup fee and any time spent working on 'Client's' website.

14. COMMUNICATION

Normal business hours are 9:30am - 6:00pm Eastern Standard Time. Exceptions are possible depending upon 'Client' request. Communication is typically done over the phone or through email and is considered billable time after consultation. 'Provider' will not bill 'Client' for correspondence made from 'Provider' to 'Client'.

15. ENTIRE UNDERSTANDING

This constitutes the sole agreement between the 'Provider' and 'Client' regarding its web design service. This agreement shall be governed and construed in accordance with the laws of the State of Virginia.