

All services provided by The Friendly Webguru are subject to the following terms and conditions.

Quotes

Quotes provided to prospective clients will be honored for a period of 60 days only. After 60 days with no acceptance of the quote, or commencement of a website project, that quote shall expire and be null and void. If the quote is accepted, a contract will be drawn up between the client and The Friendly Webguru for the creation of the client's website.

Pricing

An initial up front cost incurred with the initial build of the website, as per the contract drawn up between the client and The Friendly Webguru. After completion and uploading of the initial build, all future edits, updates and maintenance of the website will be carried out by The Friendly Webguru and billed out at the hourly maintenance rate each month. The monthly billing amount varies according to how many hours have been spent on the website that month.

The fee quoted in the contract is inclusive of the cost of domain registration(s), hosting, and all costs incurred in creating the site, such as graphics, templates, navigation, sitemap and uploading and submission to Google, Yahoo, Bing and MSN search engines.

A non-refundable deposit of 25% of the total web design fee payable under the contract is due immediately upon the signing of the contract. The Friendly Webguru reserves the right not to begin the project until the deposit has been paid in full.

The remaining 75% shall become due 90 days after signing the contract or when the project is completed to the reasonable satisfaction of the client prior to uploading to the client's domain name, whichever occurs first.

The Friendly Webguru will complete the project in accordance with the specifications previously agreed to in the quote with the Client. The Friendly Webguru will not charge more than the amount previously agreed unless the Client has varied the specifications of the work significantly since the agreement, in which case, an amended quotation and contract will be drawn up.

All payments will be made in US currency.

Maintenance Fees

Errors (both technical and typographical) attributable to The Friendly Webguru will be corrected free of charge. All edits and updates requested by the client and carried out on the website after the initial build and upload will be charged at a rate of \$25 per hour, with a minimum charge of \$6.25 for 15 minutes.

Domain Name

Any domain name(s) obtained will belong to the Client. The Client agrees to indemnify The Friendly Webguru, including any incidental costs, against any claims that a domain name applied for, or obtained, violates the intellectual property rights of a third party. The client warrants that the domain name sought is not a trademark of a third party. The Friendly Webguru will obtain and renew the domain name on behalf of the client.

Template Stage

The first stage of website design is creating a one or two page template of the website showing the actual design, layout, navigation and color scheme, etc. The Friendly Webguru will upload the template to a live test server, e.g. www.yourwebsite.friendlywebguru.com and will notify the client, who will then have 7 days to review and proof the site in writing (email is sufficient) to The Friendly Webguru.

The client can request and/or suggest any modifications/alterations to be made to the template at this stage. Any of the work within the template which has not been reported in writing to The Friendly Webguru as unsatisfactory within the 7 day review/proof period will be deemed to have been proofed. Once the client has proofed the template, or it has been deemed proofed, the design will be utilized in all sub pages of the full website and cannot be changed, unless an agreement in writing with The Friendly Webguru is made at the maintenance rate of \$25 per hour.

Development Stage

Once the template has been proofed and accepted, the development of the content pages utilizing the approved template will take place. During this stage the client may suggest updating links, pictures and making minor changes to a sentence or paragraph. It does not include repeatedly changing the focus of the design, updating or replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, or navigation changes. If the client continually requests major page code and/or structural changes that are considered to be over and above the scope of the initial contract and required time to build the website, these changes will be charged at the hourly rate of \$25.

Web Site Design Credit

There will be a small "Website by" link in the footer of each page of the website linking back to www.friendlywebguru.com.

Third Parties

The Friendly Webguru reserves the right to charge a fee of \$50 per hour for correction of errors for which The Friendly Webguru is not responsible, including, but not limited to malicious or intentional modification of the Website in the event a third party changes anything in the code pertaining to the website provided to the client by The Friendly Webguru.

Copyright & Ownership

The Friendly Webguru will continue to hold ownership of all source files used to create the clients website. Software and third party graphics or programs are not transferred to the client and remain under copyright of their respective owners.

The Friendly Webguru reserves the right to re-use custom designed web sites that remain unpaid by the original client, unaccepted mockups or other graphics created by The Friendly Webguru but not in use or accepted by a client.

The Friendly Webguru reserves the right to display websites and graphics that have been designed by us on our website, www.friendlywebguru.com and in any marketing material or portfolios with examples of our work.

Development & Delivery

The Friendly Webguru and the client must work together to complete the web design project in a timely manner. We agree to work expeditiously to complete the web design project no later than 60

days after the client has submitted all necessary materials. If the client does not supply The Friendly Webguru with complete text and graphic content for this web design project within 90 days of the date contract was signed, the entire remaining balance of the contract becomes due and payable.

If the client still has not submitted all the required contents within 120 days after signing this contract, an additional continuation fee of 15% of the total contract price will be assessed for each month until the web design project is published, or the client cancels the web design project in writing. If the client cancels the project after signing the contract, the deposit is non-refundable.

Non-Communication

If we are unable to communicate with a client either by phone, email or mail on a project for a duration of at least sixty days (90) during the template and development process, the project will be canceled without prior notice and no refund will be issued.

Liability

The Friendly Webguru does not warrant that the functions contained in the web design project will be uninterrupted or error-free. The entire risk as to the quality and performance of the web design project is with the client. In no event will The Friendly Webguru be liable to the client or any third party for any damages, including, but not limited to service interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this website project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your computer, a site visitor's computer or Internet software.

International Customers

We are happy to accept projects from customers outside of the United States. However, we do require full payment of all projects prior to beginning your project. Payments will be accepted via Paypal. All Paypal fees shall be the client's expense, and will be added to the contract price.

Search Engines

The Friendly Webguru will submit the new website to Google, Yahoo, Bing and MSN on completion of upload of the website. The Friendly Webguru does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not The Friendly Webguru who determine who they list, and in what position the listing occurs. The Client further understands there is no guaranteed placement or rank on the Search Engines or that a new website may never even appear on Search Engines at all. The Friendly Webguru does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

Project Consideration

The Friendly Webguru is a family owned and operated company. Therefore, we will not accept projects that we find morally questionable, unethical, or distasteful.

Acceptance

By submitting your deposit for our services you are agreeing to all of our terms of service as written here. The Friendly Webguru reserves the right to change or update these terms at any time without prior notice.