

## **Website Design Terms**

This document refers to “we” and “us” as AWebsiteForLawyers, and “you” or “the client” as the contractual partner for a website design project.

Once you sign-up, we will send you a document named “Design and Content”, asking you to provide all details regarding content and design of your new website. We are able to customize the following parts of the samples provided on our website: Header information, header color, header theme (image background of header), navigation buttons, website background color, fonts, width and height of the site.

We ask you to carefully review and edit this document as a Word document, so we can track your edits and corrections. Other formats like PDF’s or even handwritten documents can only be accepted in exceptions that need to be agreed upon, since they slow down our review process and design time considerably.

We also ask you to try to limit your content creation process to one version. We reserve the right to charge our hourly rate in case several revisions of your own content is requested.

### **Step-By-Step Design Process**

Due to our low pricing, we proceed in a step-by-step process creating your site:

1. Together with you, we start designing a framework (template) for your site. This design work may be performed in Photoshop or as a modification of an existing design in HTML. In any case, you receive images of the design for approval.
2. We may use screensharing techniques to determine the design and layout with you.

3. Once you approve the design, we will implement your content. From then on, only minor changes to the design can be performed.
4. Changing a design and its structure after content has been applied will result in additional hourly charges.

## **Technical Limitations**

Our designs are being produced within the limits of Adobe's Product line Version CS4. Designs and features that go beyond the technical possibilities of these professional products cannot be guaranteed. If you plan to implement Eastern languages, please check with us for availability. Some fonts from Thai, Korean, or Vietnamese might not be compatible.

## **Animations**

We offer JavaScript based slideshows on the home page, also slight animations of images like fade-in or slide-in may be chosen for all pages. We present you up to three different versions from which you can choose what is right for you. We ask you to proceed with us on a step by step basis. Changes that include redesign of key elements after previous approval will be calculated and charged at an hourly rate.

## **Logos**

Logo Design is not Web Design. Logos are typically designed with different software and print media in mind – like business cards, letterheads, and rack cards. Logo Design is not included in our services; we might agree to create a simple logo for you.



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## **Payments**

For prices below \$1000, the full payment is required to start your project. Projects with a total above \$1000 require a 50% down payment unless a different payment plan has been negotiated.

You will be able to control the progress of your site. Add-ons need to be paid in full at the time of order. Hosting will be paid for a full year in advance.

A site can only be published when all payments have been completed.

In case the project is postponed or delayed due to inactivity on your side, we reserve the right to ask for the remaining amount that was agreed upon after three months of contract signing.

## **Incomplete Projects**

In case a project is being delayed due to our client's failure to provide material such as information, text content, or images, we remain committed to complete the project within an additional year.

## **Ownership**

Until the full amount agreed upon in our contract is paid, the website remains in our possession and our control. This also refers to access to files, databases, and logins.

We reserve the right to suspend the website in case of non-payment (see Hosting section).

## **Cancellation**

Orders can be only canceled if no services have been performed yet. Services already performed cannot be refunded.



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In case that a client does not provide the information required in the initially sent "Design and Content" document, AWebsiteForLawyers is entitled to cancel the project. The client will be reimbursed with a maximum of 50% of the amount already paid.

If AWebsiteForLawyers and a client cannot agree on a design, the client reimburses AWebsiteForLawyers for all design work performed for an hourly rate of \$85.

## **Completion**

We guarantee to present the completed site to you within ten days after receiving your material unless stated otherwise; editable sites and blogs are excluded from this rule.

Completion within ten days cannot be guaranteed if materials are incomplete.

Completely new designed sites are excluded from this timeline, although we usually are able to present the results within this time range. Completion is defined as either publishing the site on the Internet or the implementation of all details mentioned in the content and design document mentioned in the first paragraph (whichever occurs first). Clients can ask for repairs of errors in the site structure (like 404 page not found errors) for one week after publishing.

## **Materials**

We relate to materials that need to be provided by you as the choice of samples you would like to have customized, color preferences, content you would like to be displayed (texts, images in electronic form that can be easily edited in common formats, e.g. Word documents txt or rtf files, photos in jpg, gif, bmp, png or psd format), number of pages related to the topics of your choice.

## **Content and Copyrights**

The copyright for all the content that you submit to us for publishing on your site remains with you and will not be used on other websites.



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## **Content and Copyrights for Content Packages**

The copyright for content packages remains with us. You purchase the right to display the content on one website. For additional websites, we will offer you discounted licenses. The content cannot be duplicated in any way without our written permission.

**AWebsiteForLawyers monitors publications of this copyrighted content.**

If after some time you prefer hosting your site on your own server, you agree to protect the content with a copyright note, and a right mouse click pop up alerting the visitor of copyright protection.

Further hosting terms are defined in a separate document.

## **Accessibility**

Although we strive to make websites as accessible as possible, we do not guarantee full ADA & WCAG Compliance. We recommend utilizing 3rd party software like Accessibe or Userway and will implement the code for those for free.

## **Third-Party Software**

On request, we will implement third-party software or database connections to third-party software into your website (such as LawLogix Web Capture or Client Login).

AWebsiteForLawyers is not responsible for the technical support of any third-party software. Please refer to the third-party's technical support for any questions and concerns.

## **Domain Name Registration**

We will immediately secure your desired domain name (pending availability) and include the first year of service FOR FREE if you host with us. The domain is registered in your name with your information and you will be the only registrant contact with us as

technical contact. As an additional service, we offer renewing your service as needed as long as you host with us. Failure to pay annual hosting fees results in loss of ownership of the domain name.

If you renew domain more than 19 days after expiry, then there is a \$80 redemption fee added.

## **Website Hosting**

If you have chosen our hosting services, free web server maintenance is part of our services. Starting 2016, we no longer provide email hosting for new clients. We recommend utilizing Google's G-Suite as a premium provider with excellent technical support. To learn more, please visit [G-Suite](#). An affordable and reliable alternative is [Namecheap](#) with plans starting at \$11/year.

The Hosting term starts the day your website server is being set up. Depending on the circumstances, your hosting term might start with the date your contract is signed, possibly later. Since modern websites are typically designed on the server, it will not be identical with the date of publishing.

## **Termination of Hosting Due to Non-Payment**

We reserve the right to shut down a website if the annual payment is more than ten days past due.

The website files and databases will be removed from our server after eighteen days past due. They can be requested for a fee equal to the annual hosting.

## **Access = Responsibility**

Since we perform all maintenance on your specialized server, we do not grant ftp access or cPanel to our clients.



**In the rare case that we grant you access to the site, you the client assumes responsibility for security, content, and software of the site.**

You may request free weekly or monthly statistics to be sent to you via email. Further hosting terms are defined in a separate document.