

Website Design Terms

This document refers to "we" and "us" as SBWeb, LLC, which operates as AWebsiteForLawyers, Sedona Website Design, and SBWeb – Santa Barbara Webdesign, and "you" or "the client" as the contractual partner for a website design project. It outlines the conditions under which we agree to build a website together.

Because we offer website development on a fixed amount basis, we have created an effective procedure that allows us to charge less than our competitors while providing exceptional service. This document clarifies the extent of our services. Here, we define the number of edits of text, layout, and design, also the screen sharing sessions available for your project.

Once you sign up, we may send you a document named "Design and Content" (or similar), asking you to provide all details regarding the content and design of your new website.

Accepted Formats

We ask you to review and edit this document as a Word or Google document, so we can track your edits and corrections. PDFs or 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.

As an alternative to using the "Design and Content" document, you may also provide the above-mentioned details in the form of emails with attachments, outlining your desired design and layout. Links to existing websites are helpful.

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116

Our online meetings utilize modern screen sharing technology to discuss design and layout decisions with you.

Step-by-Step Design Process

Once we have agreed on design and layout, we proceed in a step-by-step process creating your site:

- Together with you, we start designing a framework (template) for your site. This design work is typically performed using modern design tools such as Figma or Photoshop. You receive images of the design for approval.

We grant two separate designs: for the home page and subsequent pages.

Subsequent pages will share similar headers, but can differ in sidebars.

- Once you approve the design, we will start building the site in HTML and fill it with your content.

Important: From this point onward, only minor changes in the design can be performed. Changing design and its structure after building in HTML has started, or even after content has been applied, will result in additional hourly charges.

This does not apply to changes like font size, font color, and font family.

Providing Content

We do not offer unlimited edits. We assume that the content provided by you is proofread and one of the final versions, and grant you two more edits per page. If more edits occur, we may apply our hourly rates.

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116

To minimize typos, we encourage you to utilize modern online tools like [ProWritingAid](#) or [Grammarly](#). To check capitalization for headlines we recommend [Capitalize My Title](#).

We may provide you with AI-generated content and ask you to review it. Responsibility for the accuracy, legality, and validity of the final published content remains with you.

Graphics and Design Limitations

We do not offer unlimited edits. We limit design edits to four hours for a one-page site, and to 1.5 hours per page on multi-page projects. If more edits occur, we may apply our hourly rates.

Technical Limitations

Our designs are produced using current, industry-standard design and development tools. Designs and features that go beyond the technical capabilities of these tools cannot be guaranteed. If you plan to implement Eastern languages, please check with us for availability and additional costs. Some fonts for Thai, Korean, or Vietnamese may not be compatible. Please check with us prior to adding these languages.

Animations

We offer JavaScript-based slideshows on the home page; slight animations of images, such as fade-in or slide-in, may also be chosen for all pages. We present up to three different versions from which you can choose what is right for you. Here

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116

too, we proceed on a step-by-step basis. As mentioned above, changes that include a redesign of key elements after previous approval will be calculated and charged at an hourly rate.

Logos

Logo design is graphic design, not web design. Logos are typically designed with different software and with print media in mind, e.g., business cards, letterheads, and rack cards. Logo design is not included in our services; we might agree to spend up to half an hour creating a simple logo for you.

Add-Ons, Images, and Videos

The client is responsible for purchasing images, videos, and add-ons that enhance functionality. Add-ons must be paid in full at the time of order.

Videos for streaming must be hosted on a separate server. We provide free video hosting for websites we host.

Proposals

Any proposal or estimate we send is valid for seven (7) days from the date it is issued. To accept a proposal, the required down payment (or full payment, where applicable) must be received within that period. After that period, we may revise the pricing, scope, or schedule, or decline to move forward with the project.

Payments

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116

For prices below \$600, full payment is required to start your project. Projects with a total above \$600 require a 50% down payment, unless a different payment plan has been negotiated.

Hosting is paid a full year in advance unless it is included in your website package.

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

Postponements Due to Inactivity

If a project is postponed or delayed due to inactivity on your side, we reserve the right to request the remaining amount agreed upon after three months from the contract signing date. For projects over \$5,000, that time frame extends to twelve months.

If the project is delayed more than a year from the start date, we reserve the right to request the remaining amount plus an adjustment reflecting any increases to our hourly rate.

Milestones

For larger projects that include more than 10 pages and/or pricing broken into three installments, the second payment can be requested once a milestone has been completed. A milestone can be:

- 50% of the reviewed and rewritten content has been returned to us.
- The templates and designs for the home page, subsequent pages, and blog pages are ready to be applied.

Incomplete Projects

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116

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

Ownership and Non-Payment

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

We reserve the right to suspend the website in case of non-payment after five days.

Server accounts that remain unpaid will be deleted after two weeks.

Domain Ownership and Non-Payment

Domains registered by you will always remain in your possession. Domains registered as part of a project with a website package offer are paid annually by us and remain under our control. You may transfer them at any time to your own account at any registrar by purchasing a transfer. If your annual fee includes domain registration, the domain will pass into our possession after one week in the event of non-payment of the combined hosting and domain registration fee.

Cancellation

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

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116

If a client does not provide the information requested in the initial "Design and Content" document, SBWeb, LLC is entitled to cancel the project. The client will be reimbursed a maximum of 50% of the amount already paid.

If SBWeb, LLC and a client cannot agree on a design, the client reimburses SBWeb, LLC for all design work performed, at an hourly rate of \$89 (or \$46 per 30 minutes).

Completion

We guarantee to present the completed site to you within fourteen days of 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 custom-designed sites are excluded from this timeline, although we are usually able to present results within this time range. Completion is defined as either publishing the site on the internet or implementing all details specified in the Design and Content document referenced above, whichever occurs first. As a courtesy to our clients, minor changes such as text editing can be made for one week after completion.

Materials

Materials you need to provide include: your choice of samples to be customized, color preferences, and content you would like displayed (text, images in electronic form that can be easily edited in common formats, e.g., Word, .txt, or .rtf files; photos in .jpg, .gif, .bmp, .png, or .psd format), and the number of pages related to your chosen topics.

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116

Content and Copyrights

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

If you later choose to host your site on your own server, you agree to protect the content with a copyright notice and a right-click pop-up alerting visitors to copyright protection.

Further hosting terms are defined in a separate document.

Accessibility

Our organization is committed to providing a website that is accessible to the widest possible audience, regardless of ability or technology. We aim to design toward the Web Content Accessibility Guidelines (WCAG) 2.2 Level AA (the current W3C recommendation, which is backward-compatible with 2.1), and to keep pace with applicable accessibility laws and regulations, including the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act. This commitment reflects our dedication to equal access and continuous improvement.

We have implemented several measures to test accessibility. Despite our best efforts, some areas of a website may not fully conform to WCAG 2.2 AA. These may include:

- third-party widgets that do not fully support accessibility
- legacy documents or media that may not meet current standards
- content undergoing remediation as part of our continuous improvement process

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116

If you or a visitor encounter an accessibility barrier on your website, or need assistance accessing content, please contact us. We will respond within a reasonable timeframe and attempt to resolve the issue promptly.

Automated accessibility overlay widgets can help surface some issues and offer visitors adjustable display options, but they do not fix underlying code, structure, or content, and they do not provide protection from accessibility litigation. We can implement a widget as a supplementary aid on request, but true conformance requires addressing issues at the code and content level, and we recommend budgeting for that work rather than relying on a widget alone.

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). SBWeb, LLC is not responsible for the technical support of any third-party software. Please refer to the third party's own technical support for any questions or concerns.

Domain Name Registration

We will secure your desired domain name promptly (pending availability) and include the first year of service free if you host with us. The domain is registered in your name; however, access to the domain will be controlled by us. As an additional service, we offer to renew your registration as needed for as long as you host with us.

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116

Domain and hosting fees must be paid on time to ensure uninterrupted service and to retain ownership. We reserve the right to suspend hosting accounts more than five days overdue, and to delete them after two weeks.

Unpaid domain names remain in our possession and can be recovered for an \$80 fee, if recovery is possible.

Website Hosting

If you have chosen our hosting services, free web server maintenance is part of our services. As of 2016, we no longer provide email hosting for new clients. We recommend Google Workspace as a premium provider with excellent technical support.

Affordable and reliable alternatives include [Namecheap](#), [Titan](#), [Neo](#), and [iCloud Mail](#); we will implement the DNS entries these services provide in your configuration.

The hosting term starts the day your website server is set up. Depending on circumstances, your hosting term may start on the date your contract is signed, or later. Since modern websites are typically designed on the live server, the start date will not necessarily match the publish date.

Access = Responsibility

Since we perform all maintenance on our specialized servers, we do not grant FTP access or cPanel access to our clients.

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116

Clients may request Editor access. We offer a 45-minute introduction to the content management system.

In the rare case that we grant you access to the site, you, the client, assume responsibility for the 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.

Working on Client Servers

If we agree to install a website on your server, we require full admin access.

WordPress Multisite

All our proposals and estimates refer to single WordPress installations. Please inquire about additional costs and possibilities for WordPress Multisite installations.

Limitation of Liability

To the maximum extent permitted by law, SBWeb, LLC's total liability arising out of or relating to a website design project — whether in contract, tort, or otherwise — shall not exceed the total amount paid by the client to SBWeb, LLC for the specific project giving rise to the claim. SBWeb, LLC shall not be liable for indirect, incidental, special, or consequential damages, including lost profits or lost data, even if advised of the possibility of such damages.

Governing Law and Dispute Resolution

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116

This agreement is governed by the laws of the State of California, without regard to its conflict-of-laws principles. Any dispute arising out of or relating to this agreement shall be resolved in the state or federal courts located in Santa Barbara County, California, and both parties consent to the jurisdiction of those courts.

SBWeb, LLC

1023 Cacique Street, Suite A, Santa Barbara, CA 93103

Phone: 805-699-5058 · Cell: 928.300.7116