

Terms of Service for Two Pooches Website Development

are as follows...

Draft/Sample pages are fully owned by Two Pooches and are only to be used as examples.

An initial fee is required up front for Complete WWW Sites (non-refundable)

Remaining fees invoiced when work is published.

All Rates & Fees Subject To Change.

Cancellations and Refunds Once design work has begun, the initial fee and all other fees are non-refundable. Notice of cancellation must be received in writing. The client agrees to pay for all design work completed or in progress which is not included in the initial fee.

Timely Completion Two Pooches agrees to complete your new site in a timely manner. The client agrees to provide materials and content needed in a reasonable amount of time. Delays of 60 days or more by client will void any and all prior agreements including any fees paid. Initial fee is non-refundable. Two Pooches Web Development will invoice the client for any work which is not included within the initial fee.

Your satisfaction is top priority. Two Pooches will make every effort to provide a website as close as possible to your outline. If you're not satisfied with completed work, you are not under any contract to maintain design services for any period of time. Two Pooches Web Design & Development will retain all works and rights. All work will then be deleted or destroyed and you will be under no further obligation. All paid fees are non refundable.

Products/Items are counted by SKU #s and/or price variations for color, size etc.. 1 product may have 3 different prices for various sizes etc. and then would be counted as 3 items. Items with several variations in size and color etc. but with the same price are counted as 1 product/item. Per page item number is up to the number.

When page is completed or site is officially public (whichever comes first) fees for additional products may incur (even if page item quota has not been exceeded).

Copyrights and Trademarks The client affirms to Two Pooches Web Development and absolutely guarantees that any elements of text, media, graphics, photos, designs, trademarks, or other artwork furnished to Two Pooches Web Development for addendum in web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will advocate Two Pooches Web Development and its subcontractors from any claim or suit arising from the use of such materials furnished by the client.

Copyright Affirmation to the finished assembled work of web pages produced by Two Pooches Web Development is owned by Two Pooches Web Development. Upon final payment of contract, the client is automatically assigned rights to use as a web site the design, graphics, and text contained in the finished assembled web site. Rights to source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Two Pooches Web Development and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

- Pre-existing sites affirm original developer grants permissions or holds no rights to source code, images or other works within the site.

Separate Trademarks and Copyrights are the responsibility of the client for purpose of protection covering business name, design, graphics and text contained in the finished web site.

Web Hosting, Merchant Accounts, Shopping Cart and other off site services The client fully understands that any web hosting, merchant accounts, shopping carts and other non in-house services

require a separate contract with respective companies including Two Pooches. The client agrees to select a service which allows Two Pooches Web Development full access to the services for purpose of development. If services are acquired by client not recommended by Two Pooches Web Development within initial service agreement, additional charges may incur.

Additional work not included in initial service agreement may incur charges. Charges will be approved by client prior to implementation. Fees will be billed upon completion of task.

Site Maintenance You have the option to obtain Monthly Maintenance by selecting a plan to meet your needs.

If monthly maintenance is not obtained within 30 days of site completion all local files are then removed from Two Pooches system. (View maintenance plan includes).

You are not under any obligation to continue services.

1 hour minimum fee for clients without a maintenance plan. \$25.00 per hour

Monthly Maintenance Client must notify Two Pooches Web Development of any changes or intended changes by the client or agent other than Two Pooches Web Development to site, or charges may incur.

If client or client agent other than Two Pooches modifies site Two Pooches cannot be held responsible for errors or integrity of site. 1 hour minimum fee to repair errors. \$25.00 per hour

Two Pooches makes every effort to design websites that display acceptably in most browsers, but cannot accept responsibility for websites, which do not display acceptably in other browsers or on client's computer.

(Appearance configuration is based upon majority of Internet users screen size and resolution)

Two Pooches designs all sites with industry standard guidelines in mind for an overall acceptable website. Two Pooches makes every effort to keep current with acceptable design standards. Acceptable design standards cannot meet all requirements of all browsers, HTML editors, search engines or other Internet systems and standards.

Two Pooches will submit a client's website upon completion to several of the top search engines as part of the design service. It is the client's responsibility to acquire or implement advanced SEO, marketing and promotion solutions. Two Pooches will make every effort to optimize the website effectively but cannot guarantee high placement in search engine results.

Payments are accepted through PayPal as subscriptions (Hosting & Maintenance) or as invoices for work.

Payments by mail for Hosting & Monthly Site maintenance require yearly-prepaid payments. Regular discounts and pricing remain applicable.

Overdue or unpaid accounts will be suspended on due date if acceptable arrangements have not been made.

Two Pooches cannot guarantee the success or failure of your website. Personal or retail.

If Two Pooches services are terminated for any reason either by client or Two Pooches; client or client agent are not permitted to claim development rights. If site is clearly modified from original structure development rights must be promptly removed.

Two Pooches reserves the right to add, delete, or modify any provision of its Service Terms at any time without notice.