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## **Terms of Service Conditions of Service One Studio Web Design and development.**

### **Payment**

Please be aware that once you have submitted your initial payment you are agreeing to uphold the design terms below in their entirety. **ACCEPTANCE OF TERMS!**

***IMPORTANT! By submitting your questionnaire and deposit, you agree to the terms and conditions listed here. You are responsible for adhering to the terms and conditions listed here, even if you didn't read them.***

The method of payment accepted by One Studio is Amazon payments or credit card for internet clients and Check to One Studio for Local clients..(Twin Cities area Minnesota) Payment will be made in full in advance for standard agreements of \$999.00 or less. A minimum deposit of 50% of the highest project estimate is required to schedule and/ or commence work. On projects costing more than \$999.00. On larger projects I we will move to a bi-weekly payment as goals are established and achieved.All payments will be made in U.S. funds. Payments are accepted via Amazon Payments or Credit Card or by check made payable to ONE STUDIO and mailed to (address on file sent to client). All payments are due within 7-15 days of billing except of course a Credit Card payment. Should a payment be late, Developer reserves the right to freeze all work until accounts are settled. .2 Payment Schedule. A deposit of 50% is due before work is entered into the schedule and before work begins, except as noted above in section 4.1. for projects priced at 999\$ or less. A final payment of set percentage based on previous payments made(%) (plus relevant additional charges) is due upon completion of site as specified, before site is published on the Internet and/or files released to the Client. Except as noted above. Work will not be scheduled until both contract and deposit are received, based on the later date of contract or deposit receipt. Delays in receipt of payment, contract, information or content from the Client may result in development delays, both in scheduling and completion of design. If such delays occur, the Client holds the Developer harmless against loss of income or any other damage related to any delay in website launch. Refunds are possible after the start of project if all parties can not agree to continue..One Studio Reserves the right to a negotiated amount of the full payment ( usually less than the full amount to work done i.e. I worked 5 hours refund 5 hours less than full payment to client...) 3 day right to rescind on standard contract clause not withstanding and will be allowed to any party who in that time can not continue. A full refund is available in that 72 hour time period.

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.3 Expenses. Fees for our services do not include outside purchases such as, but not limited to software, online applications, photography, graphics, or premium plugins. Client agrees to reimburse Developer for any additional expenses necessary for the completion of the work. Whenever possible it is requested that you, the Client, make these types of outside purchases. 4.4 Local, State, and Federal Taxes. Developer shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not and must not under any circumstances do any of the following: (a) withhold FICA from Developer's payments or make FICA payments on Developer's behalf (b) make state or federal unemployment compensation contributions on Developer's behalf, or (c) withhold state or federal income tax from Developer's payments. The charges included here do not include taxes. If Developer is required to pay any federal, state, or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Client shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Client. Client can if necessary provide a 1099 statement to Developer for fees paid to Developer (ONE STUDIO) for tax purposes This is usually required for fees higher than \$600.00. Contact me for more information. A 1099 is a must really after 600\$.

1. DEFINITIONS As used herein and throughout this Agreement:

1.1 Agreement means this Agreement and any attachments listed below: Attachments: None. 1.2 Client Content means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 Copyrights means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4 Deliverables means the services and work product specified in the Agreement to be delivered by Developer to Client.

1.6 Final Work means all content developed or created by Developer, or commissioned by Developer, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all custom code, visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and Developer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials. 1.7 Final Deliverables means the final versions of Deliverables provided by Developer and accepted by Client. 1.8 Preliminary Works means all works including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Developer and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Art. 1.9 Project means the scope and purpose of the Agreement between the Client and One Studio as described in this agreement. 1.10 Services means all services and the work product to be provided to Client by Developer as described and otherwise further defined in this agreement. 1.11 Third Party Materials means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration. 1.12 Trademarks means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or

services of Client. 2. AUTHORIZATION The Client is engaging ONE STUDIO/Dan Nilles/ Principal designer as an independent contractor for the specific project of developing and/or improving a website. Hereafter, the Client will be known as the "Client" and ONE STUDIO will be known as the "Developer."

## 6. CLIENT RESPONSIBILITIES

**Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner: (a) coordination of any decision-making with parties other than the Developer; (b) supplying all materials and information required for Developer to complete the project in accordance with the agreed specification, including but not limited to, photographs, written copy, logos and other custom graphics or content; (c) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Agreement; and (d) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.**

COMMUNICATION The design process is a rapid-fire of email and online communication phone calls. It requires clients to be available during the design process. Progress requires client acceptance at frequent intervals. If the client fails to respond in a timely manner, that project will be delayed until a time when regular communication is possible. If client fails to communicate in 36 hours without warning, the project will be moved back and other clients will be moved forward. If a client repeatedly fails to follow through with communication, client will forfeit his place in the process and termination my result.

8. CONFIDENTIAL INFORMATION Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Agreement except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality. 9. RELATIONSHIP OF THE PARTIES 9.1 Independent Contractor. Developer is an independent contractor, not an employee of Client or any company affiliated with Client. Developer shall provide the Services under the general direction of Client, but Developer shall determine, in Developer's sole discretion, the manner and means by which the Services are accomplished.

Developer. 10. WARRANTIES AND REPRESENTATIONS 10.1 By Client. Client represents, warrants and covenants to Developer that (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client

Content, (b) to the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables. 10.2 By Developer. (a) Developer hereby represents, warrants and covenants to Client that Developer will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services. (b) Developer further represents, warrants and covenants to Client that (i) except for open source code, Third Party Materials and Client Content, the Final Deliverables shall be the original work of Developer and/or its independent contractors. (c) Developer will provide patches and bug fixes for any bugs or issues included in the scope of this contract and correct any technical and typographical errors attributable to Developer reported within the grace period of no more than 14 days following the date of project completion as defined by the date the Client signs off on the deliverables. All bug fixes or errors outside of the project scope or after the grace period are the responsibility of the Client.

**Ongoing maintenance and technical support are not included in this contract and are the responsibility of the Client.** (d) All services described herein are to be performed by Developer in accordance with the most commonly accepted standards and practices of the Web Services Industry. Developer will use the most universally accepted website design technologies to satisfy the broadest market possible so that pages rendered will look and act the same on over 95% of all web browsers in use at any given time. However we cannot guarantee the display of pages on outdated versions or obscure web browsers.

(e) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, DEVELOPER MAKES NO WARRANTIES WHATSOEVER. DEVELOPER EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

(f) 12.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered. 12.2 This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach. (c) Nonpayment of Developer's compensation after 20 days written demand for payment.

(d) Developer has reason to believe that the Client, their website, or any material is illegal, immoral or otherwise unacceptable. (e) Client is abusive, belligerent, uncooperative or otherwise obstructive to the progress of the project Client fails to respond to Developer within 10 days of initial contact attempt.