

TERMS AND CONDITIONS

PRICING and PAYMENT:

Projects are billed hourly or by the project, depending on the scope of the work. Specific fees and payment terms will be detailed in your project proposal. Final payment is due within 15 days of invoice date, unless otherwise noted. Fees are non-refundable. Finished work not yet approved by client beyond 15 days shall be billed. I may request a progressive payment option at my discretion which will be expressed in the estimate (for example: invoicing 1/2 of the estimated project fees before work begins and 1/2 due at project completion).

ESTIMATES:

I make every effort to be as accurate and complete as possible on estimates. To receive a project estimate, you must submit the exact specifications of your job. In some cases, a range estimate will be given, based on knowledge of project at time of estimate. If, upon receipt of all project elements, I determine the scope of the project has been changed from the originally agreed-upon concept, the project may be re-estimated.

Minor revisions are anticipated, but major design/content changes may go beyond the scope of the estimate. The client's approval will be obtained for any increases in fees or expenses that exceed the original estimate by 20%. Final fees and expenses will be shown when invoice is rendered. Estimate is valid for 30 days from date of estimate. All outsourced fees will be estimated separately.

EXPENSES:

All expenses will be subject to an industry-standard markup to cover time and costs involved. The expenses will be included in estimates when the project is billed as a whole or be included in the hourly rate.

APPROVALS:

The client will be ultimately responsible for final approval of all deliverables. I am not liable for any work that has been final approved by the client and made live.

ORAL AUTHORIZATION:

Invoices will include (and the client shall be obligated to pay) fees or expenses that were orally authorized.

COMPLETION/DELIVERY DATES:

Any delay in the completion of a project due to forces beyond my control (such as unforeseen problems/delays at the client site, prerequisites not met, additional wishes, etc.), shall entitle me to extend the completion/delivery date, upon notifying the client, by the time equivalent of such a delay.

CANCELLATION FEES:

A cancellation fee for work completed shall be paid by the client. The cancellation fee is as follows: The elapsed project time / projected project duration * agreed project fee.

COPYRIGHT RESPONSIBILITY:

It is the sole responsibility of the client to ensure that any intellectual property (software, code, etc.) that they provide is owned by them in accordance with copyright laws. I cannot be held responsible for any copyright violations or resulting fees due to assets provided by the client. Likewise, I am responsible for any intellectual property I supply.

CREATIVE/INTELLECTUAL PROPERTY:

All code parts produced during the work relationship shall be owned by the client. The client reserves the right to reuse, modify, transfer, or sell this code. Of course, this does not apply to code purchased from a third party.

MODIFICATIONS:

Modifications of the project agreement must be written, and the client shall pay fees/expenses that were (verbally) authorized.

LIMITATION OF LIABILITY:

I cannot be held liable for any consequential or special damages, such as profit losses.

PROMOTIONAL USE:

I may use the client's company name and description of the project for my own promotion, unless specifically prohibited by the client. Where applicable, the client will be given any necessary credit for usage of project elements.

CLIENT PERFORMANCE:

See your quote or estimate to determine the client specific responsibilities you have to contribute to the success of this project. In addition, you may be asked to complete other responsibilities in the Project Scope document that may be created once the project begins. It is important that these are executed and your signature binds you to fulfilling these objectives in a timely fashion.

AUTHORIZATION:

Written approval or a signature on this document from you, the client, or payment of an invoice issued as a result of a quote or estimate, indicate authorization from your company to proceed with the project described within this document. You are stating that you are a legally authorized representative and are committing to pay for all fees incurred in the production of this project and that you agree to the Terms laid out here.

LEGAL FEES:

Client shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract or in which I may become a party by reason of this contract.