

Terms & Conditions, 2006 (PAGE 1 OF 3)

(Owner full name/s) _____, herein referred to as Client, who owns the site,
(if applicable) _____, and can be reached at (phone) _____ - _____ - _____,
(e-mail) _____ (address) _____

agree to pay HartWebCo., Rocky Mountain Web Studio all charges relating to their account(s) according to rates / prices published online or made verbally (then in writing) specifically for their account. Client is solely responsible for keeping HartWebCo., Rocky Mountain Web Studio informed of clients current contact & billing information. Use of HartWebCo., Rocky Mountain Web Studio services after receipt of this agreement constitutes acceptance of the Terms & Conditions contained herein. Client hereby promises to make timely payments and understands and agrees to the following.

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Description of Business Hours

The Internet is a 24-7-365 tool with clients dispersed throughout many time zones. To keep cost-effective fees, business hours for HartWebCo., Rocky Mountain Web Studio are divided into the following categories.

Business hours:

Monday – Wednesday, 9:30am to 3:30pm (Mountain Time), excluding all US Holidays.

Protected time:

Thursday – Saturday 9:30am to 3:30pm, reserved for protected work time to process client services and meet with clients. It is most likely that an answering machine will be taking Client calls during this time. Please know specific business matters will be addressed as soon as possible, usually within 48 hours.

Overtime:

After 3:30pm Monday – Saturday (Mountain Time), on Sunday, and all US Holidays, extra fees apply. (see General Fees below)

Appointments:

Appointments are made available, even during Closed hours, to assist with Client services when normal business hours are problematic. Overtime is not applied to appointments, as long as they have been *prearranged during normal business hours or by e-mail*.

Emergencies:

Always given top priority. If an Emergency exists, Clients must make this known and be as specific as possible in the phone conversation, message, or email. Often HartWebCo., Rocky Mountain Web Studio's tech support will begin working toward a solution before office personnel are available to notify you. Overtime may apply.

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Design / Hosting / Graphic Work

- Services, information, and samples of our work are available at: <http://www.RockyMtnWeb.com> .
- FREE ½ hour consultations are offered to all new clients. Regular fees are applied after the ½ hour ends.
- All other consultations or requested work is charged at regular fees with a ½ hour minimum charge, including most phone calls, tutoring, e-mail(s) or written material review, and replies.
- HartWebCo., Rocky Mountain Web Studio works with our Clients for a project's most advantageous presentation from the materials, ideas, and information our Client provides.
- It is the Clients responsibility to convey present and future marketing desires for this to be accomplished.
- Client accounts are opened upon receipt of the first deposit and/ or payment.
- All requested materials to complete a Client project will be reviewed by HartWebCo., Rocky Mountain Web Studio before scheduling is confirmed.
- If scheduling cannot be confirmed within 30 days of Client deposit / payment because requested materials have not been provided, Clients deposit / payment will be forfeited and project canceled.
- Changing materials, ideas, information or marketing strategies or presenting additional material / work from that already discussed, received, and/ or agreed to, will most likely create additional fees and add to the length of time needed to complete a project.
- HartWebCo., Rocky Mountain Web Studio cannot and does not Guarantee the Sale of Client products.

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General Fees

- Fees are \$70 an hour, overtime is \$90 per hour, and minimum charge is ½ hour.
- Altruistic pursuits of a Spiritual, Holistic, and/ or Environmental nature receive a substantial (about 23%) reduction from regular pricing structures, for accounts in good standing only.
- Fees for Altruistic pursuits are \$54 an hour, overtime is \$70 per hour, and minimum charge is ½ hour.
- HartWebCo., Rocky Mountain Web Studio has the express authority to determine if a Clients project qualifies under Altruistic pursuits.

- Payments for New Projects estimated over \$300.00 are one third down, one third upon initial viewing (proofing), and the final third before transferring completed site work onto the Internet or receipt of Clients completed project work and material.
- Payments for New Projects estimated under \$300.00 are to be received before Client project begins.
- Hosting fees (dependent on the plan) and other fees can be reviewed at <http://www.RockyMtnWeb.com>
- Accounts are delinquent if unpaid at the end of business hours on the date payment is due.
- Delinquent accounts will receive no further services until the account becomes current.
- All Hosting and/or Domain Name renewal accounts remaining delinquent at the end of the service period will lose Hosting and/ or Domain Name renewal services and be put into a collection process.

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Miscellaneous Fees

- Late Payment Charges of \$25 become due the day after payment is due and accrue each month until paid.
- Non-sufficient funds checks will result in a \$35 charge per check.
- HartWebCo., Rocky Mountain Web Studio provides Domain Name & Internet access services. Fees can be found at <http://www.RockyMtnWeb.com> These are additional services and Client is responsible for fees.
- Forwarding orders of your client's communications, other than by e-mail, is charged at \$5.00 per mailing.

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Referral Fees

- Any agreed upon referral fees that are affirmed to an individual account will be honored only to accounts that are current and in good standing.
- For new client referrals, your account earns a 5% credit from the initial work order once payment in full from the new client is received.
- For "Hosting" client referrals, your account earns a permanent 10% reduction in one Hosting fee (up to as much as 50%) once we receive payment from the new client's first year of Hosting.

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Corrections / Changes / Additions after final proofing

- Initial proofing and corrections fees are included in most design packages.
- All other individual changes and additions are charged at a minimum of ½ hour per change or addition.
- It is suggested that all changes / additions be submitted together when possible rather than one item at a time.

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Invoicing / Payments

- HartWebCo., Rocky Mountain Web's authorized Internet credit card processor is PayPal (see link below) or make checks out to Hart Web Company or Rocky Mtn. Web. <http://www.rockymtnweb.com/payments/>
- Accounts are usually billed by e-mail 15 to 30 days in advance of due date unless requested by conventional mail.
- Due dates are printed on each Invoice.

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Cancellations

- Client is responsible to notify HartWebCo., Rocky Mountain Web Studio to cancel or transfer an account.
- All Cancellation / Transfer requests must be received in writing 45 days in advance or extra fees will apply.
- Transferring Site design(s) (upon written 45-day request) is arranged only if payment on your account is current.
- Clients account or work order will be canceled and/or site removed from the Internet if payment or receipt of the necessary materials is overdue by 30 days.
- Cancellation of Hosting services due to nonpayment will result in one month extra Hosting fee.
- Charges to reinstate an Internet site / Hosting vary from \$100.00 and up.
- Reinstatement is available only for up to 30 days from last paid expiration date, at which time all records are taken from the cache; site would then need to be redesigned and all overdue fees paid before activation.
- Client understands charges continue to accrue until cancellation in writing or e-mail is received.

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Search Engine / Index / Directory Submission

- Client submitted metatags and our suggestions, with headers are placed within your site content during design for maximum Search Engine exposure.
- HartWebCo., Rocky Mountain Web Studio can submit to Search Engines but cannot Guarantee Review, Acceptance, Position, or Placement.
- If Placement occurs, Placement can take anywhere from 2 weeks to 6 months for results depending upon the individual Search Engine.
- Search Engine / Index / Directory Submission services must be ordered separately.
- Search Engine / Index / Directory Submission begins when all site pages are completed and approved by client.

- Search Engine Reviews are Guaranteed only through individual Search Engine application and appropriate fees.
- HartWebCo., Rocky Mountain Web Studio bills Search Engine submission work on a per hour basis, plus costs of any specific "express" or "preferential" submissions. Fees vary depending upon individual Search Engine charges.
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E-mail & Privacy

- HartWebCo., Rocky Mountain Web Studio places a high value on privacy, and does not give out private information without consent.
- HartWebCo., Rocky Mountain Web Studio does not sell lists or employ the use of "cookies" to gather personal information for sale.
- Electronic mail passes through multiple mail servers on the Internet and privacy cannot be guaranteed from every possible mail server; therefore, someone seeking total privacy should employ encryption to render their messages unreadable by eavesdroppers.
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Allowable Use

- HartWebCo., Rocky Mountain Web Studio Services may only be used for lawful purposes.
- HartWebCo., Rocky Mountain Web Studio will not allow the use or Transmission of any material in violation of any federal or state statute or regulation that is prohibited. This includes, but is not limited to: unauthorized copyrighted material, material legally judged to be threatening or obscene, distribution of unauthorized copyrighted material, the exploitation of minors, illegal discrimination, and/or unauthorized use of computer resources, or material protected by trade secret.
- Improper or illegal use will be cause for account cancellation with forfeiture of prepaid fees. Client agrees to indemnify and hold harmless HartWebCo., Rocky Mountain Web Studio from any claims resulting from Improper or illegal use.
- HartWebCo., Rocky Mountain Web Studio recognizes that the legal status of the Internet has yet to be resolved, either through legislation or Court precedent, therefore, HartWebCo., Rocky Mountain Web Studio must make certain decisions regarding various actions.
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HartWebCo., Rocky Mountain Web Studio at its sole discretion may terminate this Agreement immediately or suspend Client access to service upon any breach of this Agreement by Client. Client is liable for any and all attorney fees, court costs, and collection agency fees or commissions if HartWebCo., Rocky Mountain Web Studio has to resort to collect debts owed. Client agrees to pay HartWebCo., Rocky Mountain Web Studio its reasonable expenses, including attorney fees, incurred in enforcing its rights under this Agreement.

HartWebCo., Rocky Mountain Web Studio reserves the right to change rates or otherwise modify any provisions of this Agreement by notifying you in writing or by email notice at least thirty (30) days before the effective date of the change. Use of HartWebCo., Rocky Mountain Web Studio Services after such notice shall constitute your acceptance of the modifications to this Agreement.
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I have read, understand and agree to the above Terms & Conditions.

Client Signature

Signature for HartWebCo., Rocky Mountain Web Studio

Print Name

Print Name

Date

Date

Thank you for doing business with HartWebCo., Rocky Mountain Web Studio.