

Free Website Terms and Conditions

This agreement outlines the agreement between iTeam of the Valley, herein referred to as "Developer" and Client where Client retains Developer to create and maintain a presence for Client on the World Wide Web.

Developer Responsibilities:

1. Website Structure. Developer will develop and maintain the code that supports the website. The website will be based of Developers proprietary Web CMS system. Requests for features not included in the basic CMS may require additional development work under a separate contract.
2. Visual Design. Developer will design an HTML template to be used for the forward facing website. Developer will provide up to 0.25 hours of visual design updates per month at Clients request. Additional Visual Design work may require a separate agreement.
3. Domain Name. Developer will provide (1) Internet Domain Name for use with the website. Developer will continue to make available this domain name for the life of this agreement. Client will be asked to choose the domain name.
4. Hosting. Developer will provide hosting for the website, up to 2.5GB of monthly bandwidth. If Client's website exceeds these limits, they will be sent a warning, and asked to upgrade. After receiving (3) warnings for overage, Developer reserves the right to suspend service in excess of monthly bandwidth quota.
5. Email. Developer will provide email service. Developer does not filter spam. Developer reserves the right to cease providing email service if it receives SPAM complaints regarding the domain name.

6. Email Marketing: Developer will set up an automated email marketing campaign using a 3rd party service. This service will use content added to the website to populate email marketing campaigns. The website will allow for collection of email addresses for email marketing purposes. This service is limited to 12,000 emails per calendar month. Client understands that in order to send in excess of this amount, Client will need to upgrade that plan at their own expense.
7. Social Media: Developer will create a basic Facebook Business Page for Client (if one does not exist). Developer will generate at least 100 non-targeted likes to this page, for the purposes of acquiring a vanity URL. Developer will configure the website to post new content to the Facebook Business Page, with up to a 6 hour delay.
8. Search Engine Optimization: Developer will create and maintain a sitemap and will submit that sitemap to Google. Link building and other SEO services are not included in this agreement.
9. Website Delivery: Developer will deliver website within 30 days of first payment, minus any delays waiting for approval or content from Client.
10. Training. Developer will provide a training video to instruct Client on how to operate the website. Additional in person training is available upon request under a separate agreement.

Client Responsibilities:

1. Payment. Client is responsible for the timely payment of hosting fees. Developer reserves the right to suspend services for payments more than 15 days late.
2. Website Content. Client is responsible for website content. Client will be able to modify all website content through the website backend

3. Password Security: Client is responsible for keeping their website password a secret. Developer accepts no liability for any damage done to website due to a leaked, or guessed password

Other Terms:

1. Website Development Credit: Developer gives Client a \$1200 credit(12 hours) towards Website development. This credit is given with the agreement that Client will host the website with Developer for a period not less than two years. If Client discontinues service, or fails to pay for services, Developer agrees to accept the ownership of ,and rights to use or resell the domain name in lieu of repayment of the \$1200 credit.
2. Website Ownership: Developer grants Client a non-transferable license to use the proprietary Web CMS and other software products used in the production of the website. This license is only valid for the length of this agreement, and only on a web server provided by Developer.
3. Content Ownership: Client retains all rights to content added to the website. Developer will at Clients request provide Client with a link to an SQL Server 2008 .bak file containing all website content. This file will be hosted on Clients account.
4. Domain Name Ownership:
 - a. If Client continues services for a period of more than 2 years, then upon termination Developer will transfer the domain name to Client using the register of Client's choice.
 - b. If Client terminates services with less than two years, Developer will transfer the Domain Name to Client after Client pays the balance on their account.

5. Length of Agreement: This agreement is valid for two years from date of first payment, and automatically renews every month until canceled.