

## TERMS & CONDITIONS OF SERVICE

The following are the Terms & Conditions of service outlined by Blackdragon Design, for any services with their clients. By placing an order with Blackdragon Designs, you confirm that you are in agreement with and bound by the terms and conditions below. Henceforth, the words "you", "your", and such represent "the client", while the words "we", "us", and such represent "Blackdragon Designs".

### 1. Costs (effective from July 1th, 2009)

The cost of your Website package starts from **\$300CDN** (Canadian dollars). The final price depends on the number of pages and forms, support for additional browsers and other add-on services. Additional services will be billed separately. The charges for any Services ordered by you will be based upon the quotation submitted to you prior to the placing of your order. Quotations shall include a not-to-exceed clause. Look for discounts below.

### 2. Discounts

- Student Discount (High School & Post Secondary) : **25% discount for website packages only**
- Summer Discounts (Until Fall '09) : **As advertised on the Services Page**

**Note: Must mention applicable discounts when placing order. No Discounts will be applied at later dates.**

### 3. Special Costs

- Urgent order: **+50% "rush" fee** (See section 6 for turnaround times)
- Cancellation Charges: **Listed below** (See section 15 for refunds)

### 4. Additional Services

- In Website Feedback / Contact Form: **CDN50**
- Forum Setup: **CDN50**
- Word Press Blog Setup: **CDN50**
- Web Hosting: Starting at **CDN\$6.99/month** (paid yearly), **more for upgraded packages.**
- Mark "Designed by Blackdragon Designs" in footer disabled: **CDN100**
- In-Website Photo Album / Gallery: **CDN 100**
- Search Engine Optimization: **CDN175** or **CDN100** with any website package. (includes addition to major search engines (Google, Yahoo, Bing and more), ensuring that the website is inviting to their crawlers, complete meta-tag optimization with specific keywords and descriptions, includes two free online press releases to improve reputability, and front page keyword enhancement)
- Favicon: **CDN50**

- Website Start-up Assistance + FTP Support: **CDN75 + CDN20** (prices are on a one time service)
- Extra Custom Banner: Starting at **CDN75**
- Custom Logo: Starting at **CDN50**
- Live Chat Tool (Shoutbox): **CDN60**
- Spry Tools (Collapsible Dialogue / Form Validation / Drop Down Menu Bar): **CDN30** each or **CDN50** for all
- Introductory Sessions to Programs (Word, PowerPoint, Photoshop, Paint, Dreamweaver, FTP, Cpanel, and more): **CDN40** per tutorial video. Videos will be recorded between 5-15 minutes in length. Please use contact form to request a lesson.

## 5. Services Included (with any website package):

1. **Original initial design concept (layout, graphics, navigation structure)** of the Website, a picture in JPEG/PNG/BMP format
2. **Custom graphics** developed exclusively for you (excluding logo)
3. **Final HTML copy** of your Website
4. **Testing and optimization for the Internet Explorer 7 and Mozilla Firefox 3.5**
5. **TITLE and basic META tags (keywords + description)** to achieve higher ranking on search engines
6. **(One time) Uploading of your Website** to the hosting server

## 6. Turnaround Time

**6.1** We offer two types of development turnaround time: Normal and Urgent.

**6.2** In the **Normal mode**, the initial design concept is developed and sent to you, the Customer, **in 7 business days**. This is the amount of time required to thoroughly research your business and understand all its details before we create your unique design. We may contact you by e-mail for additional details and discussion.

**6.3** In the **Urgent mode** (+50% "rush" charge applied) the Customer receive the initial design concept **in 5 business days**.

**6.4** The time for creation of your initial design concept - plus additional time needed for implementation of your approved design into HTML (cut up the concept, insert your images and text) - will make up the total time to complete your project (up to 30 calendar days/20 calendar days in Urgent mode).

**6.5** In either case, the client will be required to provide the content, images and information requested by us, in a timely manner.

**6.6** The number of alterations you desire plus additional time needed for implementation of your approved design will add to the total time required to complete your project. Each alteration usually requires up to 48 hours in the Normal mode - and up to 24 hours in Urgent mode - after we receive your input to our project inquiries. Alterations will be received free of charge until

final submission of the project to the client, after which the client will be billed **\$10CDN** per alteration. Alterations that clients wish to make after final submission usually require 72 hours in the Normal mode and up to 48 hours in Urgent mode after we receive your request.

## **7. Communication and Delivery**

All communication about - and delivery of - completed work will be conducted by e-mail. **You agree to confirm receipt of all e-mails from us by sending our company a "receipt" e-mail.** This ensures that there is a virtual "paper trail" documenting our communications throughout the process. **The completed work will be delivered to you via e-mail.**

## **8. Charges & Fees**

**8.1** All new web design projects that are **\$200CDN** or less require full payment prior to initial design. Projects where the total cost is between **\$201CDN** and **\$500CDN** will be split into two payments. An initial 50% deposit will be due prior to initial design. The remaining 50% balance will be due upon acceptance of the completed web development project before it is released to the client or published to the internet.

**8.2** All new web design projects that exceed **\$500CDN** will be split into three payments. An initial deposit of 1/3 of the total project cost will be due prior to initial design. A second payment of 1/3 the total project cost will be due upon acceptance of the design. The final balance will be due upon acceptance of the completed web development project before it is released to the client or published to the internet.

**8.3** Any check payments that do not clear will be charged a **\$35CDN** fee. Blackdragon Designs retains the right to hold all graphics, and project development with the exception of content and graphics provided by the client, until payment is received for such items. (See copyright & ownership clause)

## **9. Payments**

**9.1** We accept payments by:

- PayPal (MasterCard, Visa, American Express, Bank Balances, or PayPal available funds)

**9.2** Blackdragon Designs accepts payments via PayPal only. Your payment should come from PayPal available funds or credit card. E-Checks are not accepted and will be refunded immediately. Projects will not be released or uploaded until full payment is received. Please contact us to discuss payment through alternate methods.

**9.3** Local clients have the option to pay via Cheques/Cash. Cheques must be payable to either **Adrian Paris** or **Nicholas Paris**. No postdated cheques will be accepted.

## **10. The Development Process**

Design of your Website begins only when the deposit is received. Once you approve the design and pay remaining amounts, the HTML realization will be done and the final package will be sent or the complete website will be uploaded to your hosting server.

## **11. Additional Quotes**

In some cases, we retain the right to issue an additional quote after receiving payment for a service; i.e. when you request other custom features which are not part of the stated project plan. You will be advised if this is relevant to your project, and then have the option of accepting or rejecting this additional expense.

## **12. Liability**

**12.1** Services purchased from Blackdragon Designs are provided "as is" without warranty of any kind that the web design project will be uninterrupted or error free. In no event shall Blackdragon Designs be liable to the client for any loss or direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of the website, services, and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the website, services, and/or goods provided to the client. The entire risk as to the quality and performance of the web design is with the client.

**12.2** By using the Applications provided by Blackdragon Designs and/or by publishing them and/or their content, you agree to monitor the content transmitted to them, and to take necessary action to remove such content and protect other users from it, when it is: unlawful, abusive, threatening, harmful, obscene, lewd, offensive, defamatory or otherwise objectionable; infringes or may infringe on the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others; contains or causes to be downloaded programs or material which may harm users or their computer or software (including but not limited to viruses, trojan horses, and worms.).

**12.3** Blackdragon Designs reserves the right to edit or delete part or all of the content of any Blackdragon Designs work if it deems such action necessary. Blackdragon Designs is not, however, obliged to do so under any circumstance, except where mandated by law.

## **13. Website Design Credit**

**13.1** Blackdragon Designs custom web design clients will have a "Design by: Blackdragon Designs" link on their website in the footer of every page. This is non-negotiable. By hiring us to work on your website you are agreeing to this, and that you understand that this link may NOT be removed without our consent.

**13.2** You may pay Blackdragon Designs a fee of **\$100CDN** to have this link permanently removed. However, if you have a new layout designed for your site by a company other than Blackdragon Designs, you may remove the credit from your website. Thank you.

## 14. Copyright & Ownership

**14.1** Upon completion of the project, Blackdragon Designs transfers all rights and ownership of custom designs and programming written by Blackdragon Designs to the client. Software and third party graphics or programs are not transferred to the client and remain under copyright of their respective owners. Blackdragon Designs reserves the right to resell the scripts and CSS file programming used within any of our projects to other clients.

**14.2** Blackdragon Designs reserves the right to resell custom designed web sites that remain unpaid by the original client, unaccepted mock-ups or other graphics created by Blackdragon Designs but not in legal use by the client.

**14.3** Blackdragon Designs reserves the right to display websites and graphics that have been designed by Blackdragon Designs on their website, and in any marketing material to aid as examples of our work.

## 15. Refunds

**15.1** Blackdragon Designs requires a deposit before we begin work on any project. A request to terminate services must be presented to Blackdragon Designs in writing (preferably through email). Please follow the refund policy listed below.

**15.2 Refund Policy:** Refund amounts will be calculated in the following ways:

1. A cancellation fee of 20% (twenty percent) of the initial deposit paid will be retained for projects that have been booked, but cancelled prior to the start date.
2. A cancellation fee of 30% (thirty percent) of the initial deposit paid will be retained for projects that have been started and are in the design process.
3. A design fee of **\$250CDN** (two-hundred and fifty dollars) will be retained on projects where the design portion of the development has been completed, and the client has accepted the design, and the development process of the project has begun. (Upon payment, the design will be released to the client for use, see copyright & ownership clause)
4. A development fee of **\$35CDN per hour** will be retained on projects that are in the development process at the time the request for termination is received. Should the amount of time put into your project be greater than the deposit you have paid to Blackdragon Designs, you will be billed the difference. Upon payment of these fees, the work completed up to the time of termination will be released to the client.

**15.3** Refunds will be processed within 30 business days of request by the client, if there is a refund amount due based on the terms above.

**15.4** Because we resell hosting for a larger company, we are unable to match hosting, SSL and domain services of other companies. If you are dissatisfied with the hosting services provided, we will be happy to work out a solution with you that will meet your needs. And so, there is no refund on hosting services provided by Blackdragon Designs.

## **16. Chargebacks**

Blackdragon Designs will not negotiate chargebacks with any person or company. Our Refund policies are clearly stated above, and all clients are asked to read and agree to our terms of service prior to the start of any project.

## **17. Development & Delivery**

**17.1** Blackdragon Designs understands the importance of completing projects in a timely manner. We agree to complete the web design project within the time specified at the date of project acceptance. If the client does not supply Blackdragon Designs with complete text, graphic content and other requested materials for the contracted client within 30 days of project acceptance, the contract becomes void and all deposits paid by the client are forfeited.

**17.2** The client may request a project extension in writing (preferably through email) to Blackdragon Designs for an additional fee of 20% of the project total cost for every 30 days of extension. All extension fees are due upon agreement of the extension between Blackdragon Designs and the client.

## **18. Non-Communication**

If we are unable to communicate with a client on a project for a duration of at least sixty days (60) by email during the design or development process, the project will be cancelled without prior notice and no refund will be issued.

## **19. International Customers**

Blackdragon Designs is happy to accept projects from customers outside of Canada. However, we do require full payment through PayPal of all projects prior to beginning your project. This is non-negotiable.

## **20. Project Consideration**

Please note that Blackdragon Designs is a family owned and operated company. Therefore, we will not accept projects that we find morally questionable, unethical, or distasteful. We reserve the right to turn down projects at any stage with refunds because of any circumstances, personal or otherwise, which we will attempt to, but are not required to, inform clients the reasons for doing such an action.

## **21. Acceptance**

Please note that by placing an order for our services you are agreeing to all of our terms of service as written here. Blackdragon Designs reserves the right to change or update these terms at any time without prior notice.

Thank You,

Blackdragon Designs Team / [www.Blackdragondesigns.com](http://www.Blackdragondesigns.com) /  
[contact@Blackdragondesigns.com](mailto:contact@Blackdragondesigns.com)