

TERMS OF SERVICES

OWNERSHIP OF WEBSITE DESIGN

Upon completion of a custom website design and payment of web design and development fees, the client is the owner of the commissioned website. The client may continue to use the commissioned website to promote the client's company or organization regardless of whether he/she chooses to continue further services with Raj Web Solutions. The client does not have the right to resell the design or development to other companies. The client does have the right to add pages onto the existing site or have another company add pages onto the existing site using the commissioned website design/development.

OWNERSHIP OF WEBSITE DOMAIN NAME

Website domain names are leased from domain name registration companies. When Raj Web Solutions registers a domain name for a client, that registration will be made in the client's name. Upon payment of any outstanding fees, the client has the right to use that domain name regardless of whether he/she chooses to continue further services with Raj Web Solutions. Domain name renewal and renewal fees are the responsibility of the client. If the client chooses to have Raj Web Solutions renew the domain name on behalf of the client, an additional service fee will apply. Clients are advised to closely monitor the renewal date of a registered domain name and to verify that the renewal of said domain name has been completed. Raj Web Solutions cannot be responsible for expired domain names.

OWNERSHIP AND COPYRIGHT

All text and photos used as content in a commissioned website must be provided by the client (unless the client has hired Raj Web Solutions for content development). The client must have ownership or written permission to use all content he/she provides for use. It is up to each client to ensure his/her design and/or content does not infringe on any trademark, service mark, or copyright. Raj Web Solutions cannot be responsible for intellectual property infringements on behalf of clients. Also, Raj Web Solutions cannot be responsible for submitted content. Clients should not mail irreplaceable photos or documents or send content that must be returned.

PROJECT INITIATION

The initiation of a web design or development project requires a signed or electronically submitted sign-up form, payment of half of the initial web design/development fees for custom website design or the entire setup fee for blogs or templates, plus the client logo or any other element that is required to be used in the design.

Payment Polices

One half of the initial website design and development or any other service fees are due upon the project initiation. Upon project completion, the remaining balance is due in full within five business days. Once the remaining balance is paid in full, the completed website will be moved from the staging server to the client's server so the website will go live. At that time, Raj Web Solutions will also register the client's website with Google, Yahoo and Bing Search Engines.

Payment for monthly services such as Hosting and Maintenance are due within net 20 days. Raj Web Solutions will charge a late fee of 10% of the total outstanding balance for invoices not paid by the end of the calendar month. Account after the 60 days' time period is at risk of Termination. Clients experiencing financial hardship should contact Raj Web Solutions to discuss the payment options.

HOW CONTENT MAY BE SUBMITTED

All content must be submitted electronically via email (contact us for the correct email address). Text must be selectable as actual text rather than as flattened images. Both text and photos/graphics must be clearly labeled with the name of the page on which it will be displayed. Content may not be submitted via fax or paper copies. Exceptions to this policy must be approved in advance and will incur a surcharge.

HOW REVISIONS TO A WEBSITE DESIGN ARE HANDLED

We take pride in providing attractive designs, and the vast majority of our clients are extremely pleased with the design we create for them. However, design is a subjective art, and not everyone's tastes are the same. While we will gladly make initial minor modifications for no additional charge, it is important to be clear on how revisions to the look of a website design are handled.

The web design signup form is the contract which describes the look a commissioned web design project will achieve. Design preferences, such as the look of the site, the color scheme, the functionality, monitor resolution preferences, etc. should be specified at that time, prior to the commencement of any design work. If any design preference stated in the web design signup form was not met, the adjustments will be made free of charge. If the client develops preferences or changes his/her mind after the completion of the work, adjustments will be made with extra charges.

DESIGNS FOR SUB PAGES

Unless otherwise specified in the design contract, subpages of any website will use the same design as the home page. Mockups are not provided for subpages. Formatting requests for subpages will be considered but will not be guaranteed. If the client requires specific looks or formatting for subpages, this request should be made at the time of the initial contract and may incur additional fees.

HOW WEBSITE MAINTENANCE REQUESTS ARE HANDLED

Clients who have signed up for a maintenance plan receive discounts off the web designer's hourly rates for website updates. The standard half hour maintenance plan is enough time to add about five photos and a few paragraphs of text. Clients on a Raj Web Solutions web maintenance plan may send update requests via email (contact us for the correct email address). Clients who are not on any maintenance plan may also request website updates at the hourly rates. Monthly maintenance plan fees are separate from hosting fees.

HOW TECHNICAL SUPPORT IS HANDLED

Clients whose websites are hosted by Raj Web Solutions have access to emergency technical support 24 hours a day. The phone number is listed on the Contact Us page of our website. Please note, technical support cannot be provided for clients' individual computer issues or for third party products or services.

SEARCH ENGINE GUARANTEE

Most every client would like his/her website to rank high in search engine results for selected keywords, yet search engine results are determined by a multitude of constantly changing factors, third party search engines, and the amount and quality of competition on the world wide web. Raj Web Solutions guarantees certain search-engine friendly techniques will be used in the creating of each custom website, such as keywords in the title bar at the top of the browser, the meta tags in the hidden coding behind the scenes, and alternate text behind some images. If the keyword placement in these three areas is not to the client's liking, Raj Web Solutions will change these three items to the client's choices one time for free. Subsequent or additional changes will be billed at the standard hourly rate. Additional search engine optimization (SEO) services are available for additional fees. Raj Web Solutions cannot be held responsible for search engine results.

QUALITY GUARANTEE

We take pride in offering high quality services and professional customer service. While we make an effort to ensure every aspect of our service is to the client's liking, we cannot control every variable. It is up to each client to regularly test the functionality of his/her website, email, and any other product or service to ensure everything works as desired. If any problem is discovered or error has been made, please report the problem to us immediately so we may take appropriate action. We cannot be responsible for perceived loss of revenue under any circumstances. Content changes resulting from a client's error and/or problems related to third party vendors or technology, such as hosting servers or browser software may result in additional charges.

Billing Errors

If a billing error is noticed, the client should immediately contact Raj Web Solutions. Refunds of overpayments will be made for up to a maximum of three months, so clients are urged to check billing statements regularly. Additionally, Raj Web Solutions reserves the right to bill clients for accidental

undercharges for a maximum of up to three months. Refunds of more than three months will not be processed.

THIRD PARTY VENDORS

Third party vendors may have separate terms of service agreements. Raj Web Solutions cannot be held liable for disputes with third party vendors. Raj Web Solutions cannot be held responsible for lack of functionality or any other aspect of third party services.

REFUSAL OF SERVICE

Raj Web Solutions reserves the right to decline to do business with any client for any reason.

CHANGES TO TERMS OF SERVICE

Raj Web Solutions reserves the right to change these terms of service at any time for any reason.