

## GRAPHIC DESIGN

### Completion date

Artvaark Design is not liable for not reaching the deadline due to circumstances beyond my control or due to lack of submission of required material by the Customer. Artvaark Design will always inform the Customer in case the deadline can't be reached.

### Copy / photography / Graphic Creation

Final text and photography will be supplied by the Customer. Photos should ideally be delivered in high resolution. Artvaark Design will edit the photos if needed. Artvaark-Design will create all graphics needed. All copy should be provided in digital format. Transcription from non-digital media can be provided at a rate of €40 per hour.

### Printing

In case the Customer takes care of the printing, Artvaark Design is not responsible for any mistakes that could happen during the printing process. The Customer agrees that (s)he will check the final files before sending it to the printer and that after sending it to the printer he/she takes full responsibility of the end product. Artvaark Design can't guarantee that the final files will always be error-free and so Artvaark Design can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising, even if you have advised me of the possibilities of such damages.

### Final product and backup

Artvaark Design will upload all final files to the cloud, where the Customer can download them. The final files will be delivered ready for print in high resolution PDFs or original Adobe InDesign, Illustrator or Photoshop files.

### Additional Expenses

Customer agrees to reimburse Artvaark-Design for any critical Customer requested expenses necessary for the completion of the project. This can be purchase of specific fonts or stock photography.

### Ownership of Graphics

The Customer will own all work. The Customer guarantees to Artvaark Design that any elements of text, graphics, photos, designs, trademarks, or other artwork that they provide Artvaark Design for inclusion in the print materials are either owned by them selves, or that they have permission to use them. Likewise the reverse will also apply to Artvaark Design.

### Design Credit

Customer also agrees that photos of the designs may be included in Artvaark-Designs online portfolio.

### Payments

Artvaark Design prefers the following payment schedule for new customers where a set price has been offered.

Sum of 50% of the total amount for design work on start of the project

Remaining 50% including any extra costs within 2 weeks after delivery of print ready files.

In case Artvaark Design works on a time based job I will ask a first payment based on the type of job and the remainder within 2 weeks after delivery of print ready files.

Returning Customers can pay the full amount within 2 weeks after delivery of print ready files.

I prefer payments by bank transfer but I also accept payments in cash or by cheque.



## WEB DESIGN

### Copy / photography

Copy (text, photos and other media) will be supplied by the Customer. Photography can be provided by Artvaark Design and needs to be separately negotiated, if needed. Transcription from non-digital media can be provided at a rate of € 10 per hour.

### Graphic Creation

Artvaark-Design will create all graphics needed for the web site. This does not include the design of a logo. See also Ownership of Web Pages and Graphics. Transcription from non-digital media can be provided at a rate of € 20 per hour.

### Cross Browser Compatibility

My websites are viewable in the latest versions of major browsers.

Compatibility is defined herein as all critical elements of each page being viewable and functional in all browsers. Customer is aware that some advanced techniques on the Internet may require a more recent browser version and brand or plug-in. Customer is also aware that as new versions of browsers are developed, the new browser versions may not be backward compatible. Time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated.

Each website will be build to adapt itself to smaller screen sizes making it easier to view on mobile devices. It will also be build to be user friendly on mobile devices.

### Hosting Service, domain name, third party software

In order to install WordPress I would need access to the hosting control panel. Minimal requirements for WordPress are Linux hosting – PHP 5.6 or greater – MySQL 5.6 or greater – The mod\_rewrite Apache module.

Artvaark Design can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate of the web server, domain name server and/or third party Software providers even if you have advised me of the possibilities of such damages. Artvaark Design will however do its best to resolve any problems.

### Maintenance and support

Free support and updates of WordPress and any installed plugins and regular backups are offered depending on the package for a set amount of months. The free maintenance period starts on the day the website is finished.

After this period you can buy a Maintenance Contract. I charge €10/month for a maintenance contract. This Maintenance Contract will be paid for annually and will include technical support which is solely done by email and only to you, not to any third party. Maintenance also includes website backups, plugin updates and cosmetic changes (if needed) but, does not include the day to day running of the website. This should be done by you.

You can also opt not to buy a Maintenance Contract but in that case I want to strongly suggest learning how to update and backup WordPress yourself. In case you do the updates yourself any problems arising from these updates can be fixed by me at the hourly rate of €40. A minimal fee of €40 applies per support request.

Artvaark Design can't guarantee that the functions contained in any web software or in a completed web site will always be error-free and so Artvaark Design can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised Artvaark Design of the possibilities of such damages.

### **Third Party or Customer Page Modification**

Some Customers will desire to independently edit or update their website after completion of the site as a way to control costs and avoid the expense of a Maintenance Contract. This is always an option and if this would be the case Artvaark Design will give the Customer full administration access to the website.

Note however, that if this option is selected and the Customer or an agent of the Customer other than Artvaark Design attempts to update the web site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at an hourly rate of € 40. A minimal fee of €40 applies per support request.

### **Creation of Archival CD & BACKUP**

Artvaark Design will keep one copy of the Customer's website on the web server and one copy on an external hard drive. A weekly full backup of the website will be done during a Maintenance Contract. These backups will be kept for the duration of the Maintenance Contract. It is also possible to create backups on a monthly or daily basis.

### **Search Engine Registration and Visitor Statistics**

Artvaark Design will install software on each website it creates to make it easy for the Customer to update each page/post with appropriate titles, keywords, descriptions and tags for basic search engine ranking. You will be able to view visitor statistics in the admin area of your website.

Artvaark-Design is not responsible for your SEO and Internet Marketing. For better search results a professional Marketing Agency can be contacted.

### **Assignment of Project**

Artvaark-Design reserves the right to assign certain subcontractors to a project if needed. Artvaark-Design warrants all work completed by subcontractors for a project.

### **Additional Expenses**

The Customer agrees to reimburse Artvaark-Design for any critical Customer requested expenses necessary for the completion of the project. In case additional expenses are required to finish the project Artvaark Design will inform the Customer in time.

### **Ownership of Web Pages and Graphics**

When Artvaark Design receives your final payment, copyright is automatically assigned as follows:

Any programs, media and code specifically designed or purchased on behalf of the Customer for completion of this project will be the property of the Customer. The website's design will be based on a theme created by a third party and this third party will own the copyright of the overall design of the website. The Customer understands that without permission they can not use design elements other than their logo, photos and text for any other media.

The Customer guarantees to Artvaark Design that any elements of text, graphics, photos, designs, trademarks, or other artwork that they provide Artvaark Design for inclusion in the website are either owned by them selves, or that they have permission to use them. The same applies to Artvaark Design when they source copy for the web site

### **Design Credit**

Customer agrees that Artvaark-Design may put a by-line on the bottom of the Customer's web pages establishing design and development credit. Customer also agrees that the web site created for the Customer may be included in Artvaark-Design's portfolio.

### **Nondisclosure**

Artvaark-Design, any subcontractors and the Customer agree that they will not at any time during or after the term of this proposal disclose any information in this proposal to any person whatsoever.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

### **Payments**

The Customer agrees to stick to the following payment schedule.

Sum of 50% of total amount at acceptance of the job.

The remaining amount after the web site is ready, to be paid within 14 days of invoice date.

The entire amount becomes due and payable if the Customer has not supplied Artvaark Design with all content and/or information needed to finish the project 12 weeks after acceptance date.

Uploading the pages to web search engines occur only after the final payment is received. A monthly service charge of 2% is payable on all overdue balances. Artvaark Design reserves the right to remove pages from viewing on the internet or disable your administrator access in case of default in payment or overdue payment.

### **Signing of contract**

The Customer can agree with these terms & conditions and thereby turning it into a contract by sending an email to bos@artvaark-design.com, stating that (s)he agrees with all in this proposal, referring to the proposal file name, quote number and proposal date.