

Kaatt's WebDesign

Kaatt's WebDesign Service Terms & Conditions

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THIS AGREEMENT (hereinafter "Agreement", "Terms of Service", "TOS" or "Terms") CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND Kaatt's WebDesign ("WE" OR "US") a provider of online services ("Services").

PLEASE READ THIS AGREEMENT CAREFULLY. BY AGREEING TO OUR TERMS OF SERVICE AND ACCEPTABLE USE POLICY, YOU ARE AGREEING TO BE BOUND BY THE CONDITIONS AND TERMS OF THIS AGREEMENT. If you have questions about this Agreement or our Acceptable Use Policy ("AUP") please contact us.

Terms of Service

1. This service Agreement is between Kaatt's WebDesign (hereinafter "we," "our," or "us") and you, our Customer (hereinafter "Customer," "you" or "your").
2. You warrant that the contact information, as listed on "New Client Information" form, is correct, complete and an accurate representation of your contact details. You also warrant that you are a valid representative of the entity or organization listed on our signup form, and are at least 18 years of age.
3. This Agreement represents the entire agreement between you and Kaatt's WebDesign in regards to hosting services, and supersedes any and all other communications and any course of performance or course of dealing, except as modified by revisions of this posting by Kaatt's WebDesign or written agreement by an authorized officer of Kaatt's WebDesign (provided, however, that any such revised posting shall take effect prospectively from the date of the posting.)
4. Any of the terms, prices or services offered can be amended, modified or updated by Kaatt's WebDesign at any time.

Our usage of your personal information will be bound by our Privacy Policy and the Privacy Act of Canada. If there are any questions regarding this agreement or our Privacy Policy, please contact us immediately.

SERVICES

1. All services provided by Kaatt's WebDesign are provided to the customer in order to effectively create the desired product.
2. Quotes are provided to clients as estimates and are subject to change with changes of work.
3. All hosting and/or domain services provided by Kaatt's WebDesign are subject to automatic renewal the following year. You will be notified one month prior to this renewal deadline. Failure to make payment at least one (1) business day before this deadline will result in the cancellation of the hosting and/or domain services.
4. You certify that all files, images and related material given to us to complete your work is your property and appropriate steps have been taken if it is not.

GAURANTEE

1. We guarantee all work provided will be to your satisfaction. If you are not satisfied by any work done by us, please notify us within thirty (30) days of completion for correction.
2. After thirty (30) days, there may be additional fees applied to any modifications.

PAYMENT TERMS & METHODS

1. If hosting and/or domain services are to be provided from Kaatt's WebDesign, all hosting and/or domain services fees MUST be paid in full before work will commence.
2. For all other service work provided by Kaatt's WebDesign, a fifty percent (50%) deposit may be requested and must be paid before work commences with the balance due on or before seven (7) calendar days after work commences.
 - a. If payment is not completed after seven (7) calendar days, Kaatt's WebDesign reserves the right to remove the work done from the internet (if applicable).
 - b. There will be a one percent (1%) per week late fee of all outstanding balances
3. If there is a balance owing on a website, it remains property of Kaatt's WebDesign. It may be removed from the internet at any time without notice. Upon full payment of the outstanding balance, the website itself becomes solely owned by the client.
4. Kaatt's WebDesign accepts the following payment types
 - a. Cash
 - b. Certified Cheque/Money Order
 - c. Personal Cheque
 - i. Maybe subject to five (5) bank business day hold.
 - ii. NSF cheques will be subject to a twenty-five dollar (\$ 25) handling fee.
 - d. PayPal™ Payment
 - i. 3% CAD service fee applies
 - e. All major credit cards (via PayPal™)
 - i. 3% CAD service fee applies
5. It is the responsibility of the client to update their contact information to Kaatt's WebDesign. Failure to do so may result in improper billing and the loss of the website, hosting and/or domain upon renewal time.
6. The client agrees to pay all applicable charges that appear on an invoice. Charges may be disputed, with just cause, if the client feels they are incorrect during which interest may be charged to the original invoice balance.
7. Kaatt's WebDesign offers automatic credit card billing for regular billing projects such as recurring work invoicing or hosting and/or domain renewals.
 - a. If the client registers a credit card with Kaatt's WebDesign for automatic billing, the credit card will only be charged for the regular billing. Additional invoice would not fall under automatic credit card billing and will have to be paid by the client.

- b. The client agrees that a receipt will be sent upon credit card billing. By request by the client only will an invoice be sent prior to billing.
 - c. Cancellation of automatic billing must be done at least 3 business days prior to the billing date.
 - d. It is the responsibility of the client to inform Kaatt's WebDesign of changes to their credit card information.
 - e. The credit card, billing or any other related information will be protected by Kaatt's WebDesign's Privacy Policy and the governing privacy laws of Ontario & Canada.
8. Kaatt's WebDesign offers a flexible, interest-free payment system (FIFPS) for clients. This payment system is designed to assist any business with any budget to be able to develop an online presence and is strictly subject to the following terms.
- a. If the client wishes to establish a FIFPS with Kaatt's WebDesign, they must alert Kaatt's WebDesign PRIOR to work commencing.
 - b. Payment amount, due date and other terms will be unique to each situation and will be established in writing with the client (even via email only) in advance.
 - c. Failure to adhere to terms set between the client & Kaatt's WebDesign will result in immediate removal of online material until the balance is payed in full and/or brought back to good standing.
 - d. FIFPS is NOT applicable for print media (such as brochures, business cards) or other non-online work.

REOCCURRING / MAINTENANCE / SERVICE WORK

1. Maintenance/service fees must be paid before the first day of each calendar month in order to continue service for the following month, unless other arrangements are made. If this day is a weekend, payment must be made on the next business day. These fees must also be paid before further work will continue.
2. All hourly service rates are billed to next half hour. For example, if a task takes 29 minutes to complete, it will be billed for 0.5 hours while a task that takes 31 minutes to complete will be billed for 1 hour.
3. If working is being done on an hourly rate basis, it is the responsibility of the client to ensure any budget restrictions are known to Kaatt's WebDesign PRIOR to or immediately following work commencing. Without notification of budget restrictions, the client will be billed indefinitely until work completes. If a budget restriction is reached before a project at hand completes, either full payment or a permissible overage must be performed. Failure to complete a full payment or permissible overage will result in the immediate stoppage of work.
4. All hourly rate work is invoice bi-weekly and must be paid in full before any work will continue. It is the responsibility of the client to maintain knowledge of hours accumulated regardless of the presence of budget restrictions. Kaatt's WebDesign will provide the information to the client but only if requested.

CANCELLATION & REFUNDS

1. Once hosting and/or domain services are registered, there is **NO** possibility for a refund. They will automatically expire in one year.

2. No refunds will be offered for any work done by Kaatt's WebDesign due to our thirty (30) day satisfaction guarantee.
3. Cancellation of automatic billing must be done at least 3 business days prior to the billing date.
4. Upon cancellation of service with Kaatt's WebDesign with a balance owing, Kaatt's WebDesign will remove all online content and the balance owing will be removed. There is no option to pay the balance to retain the work done.
5. Upon cancellation, if requested by the client, the files located on the hosting server can be transferred to the client. All design credit tags embedded or otherwise must be left intact if the general design is the same or very similar as it was designed by Kaatt's WebDesign.
6. The website being cancelled will be removed from the internet immediately upon expiry of previously paid services. Kaatt's WebDesign reserves the right to remove this content at any time, without notice, if the client has acquired new hosting or expiry of previously paid services extends past thirty (30) days.
7. No construction files will be given to the client or their representation agency. They are the sole property of Kaatt's WebDesign. If the client wishes to obtain these files, a purchase agreement with Kaatt's WebDesign can be arranged. This purchase agreement is a completely separate transaction and is NOT covered by any prior fees, payments or transitions between the client and Kaatt's WebDesign.
8. Should a client cancel services with Kaatt's WebDesign and then return to have any work (same as previous or new), must pay all outstanding fees upfront in full before any work will commence.

TRANSFERS

1. Website hosting is **NON-TRANSFERABLE**. This means if the client chooses to terminate your services with Kaatt's WebDesign, they must obtain new hosting.
2. Domains remain property of the customer and will be transferred to customer control upon service termination with Kaatt's WebDesign. Prior to termination, domains are managed by Kaatt's WebDesign on behalf of the client and **CANNOT** be accessed by the client under any circumstances while as a client of Kaatt's WebDesign.
3. Upon transferring of domain control to the client, it is the task of the customer to manage the billing information with the domain control so the domain will not expire at the end of its term.

BACK-END

1. If the client has access to the back-end of their website, any unauthorized access to restricted areas of the back-end may result in additional fees and charges for repairs and rebuilding of damaged/modified sections.

EXCLUSIVITY

1. Kaatt's WebDesign does not directly offer exclusivity. We reserve the right to provide any service to any requesting party despite prior service to a competitor.
2. An exclusivity contract can be written if a client wishes to have these exclusive rights. Note the following:

- a. The exclusivity agreement **MUST** be written and signed **BEFORE** the introduction of a competitor. Meaning the agreement must be complete before Kaatt's WebDesign is contacted by another party with similar design needs, products or services.
- b. An exclusivity agreement can only be signed by the first client. A sub-sequential party cannot request for exclusivity from Kaatt's WebDesign under any circumstances

LIABILITY

1. ALL hosting and/or domain liability is lifted from Kaatt's WebDesign and is placed upon the customer.
2. Any legal abuse of hosting services will result in the immediate termination of the services with the possibility of appropriate legal action to take place.
3. Kaatt's WebDesign reserves the right to remove all online content related to any violation of any terms provided by Kaatt's WebDesign and/or its affiliates. Appropriate legal action may follow.
4. All content posted on a client's website is not the responsibility of Kaatt's WebDesign regardless of the content. All clients accept full liability for any legal issues that may occur from their website.

AMMENDMENTS

1. Kaatt's WebDesign reserves the right to amend this agreement without notification to the client.
2. Upon renewal of the hosting services with Kaatt's WebDesign, the amended version of this agreement will be provided to the client to read and acknowledge.
3. The latest version of this agreement can be found on our website.