



These Terms of Service are Applicable to All 5443 Media Properties

Summary:

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short;

You are hiring us, 5443 Media, to develop a website as outlined by your deposit payment, information sheet and previous correspondence. Of course it's a little more complicated, but we'll get to that.

What do both parties agree to do?

You: You agree that you have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us the graphic & textual assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we need. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

Getting down to the nitty gritty

We create two different website categories and knowing what is included with each is important.

Pre-Designed Websites

Our pre-designed websites (Silver to Elite Series, etc) are a "what-you-see-is-what-you-get" option. The template and text content is pre-designed/pre-written and in place for you to license. We adjust these sites to your company by adding your logo, contact information and various other identifying marks. Based on the information we gather from you, we leave the content that pertains to what you do. This is the fastest way to get a new site up and running, and you can change any content in the backend you wish in the future. Requested changes to layout, design or text will be an additional cost and quoted in advance of scheduling.

Custom Sites

Our custom options are based on the templates we currently offer, but we write every word of content from scratch. Once complete, you will have full access to make changes to your site. Requests for changes to layout or text will be an additional cost and quoted in advance.

Search engine optimization (SEO)

We do not guarantee improvements to your website's search engine ranking (no one can,) but the web pages that we develop are accessible to search engines.

Graphics and photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separate estimate for that.

HTML, CSS and JavaScript

We deliver web page types developed from HTML markup, CSS style sheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviors.

Desktop browser testing

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. We'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We won't test in other older browsers unless we agreed separately, and this list is subject to change without notice.

Mobile browser testing

Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. Mobile browsing looks different than desktop, and you should view mobile sites in advance. Requests to change the user experience may incur additional fees.

We test our designs on current versions of: iOS, Safari, Google Chrome Android: Google Chrome on Android Emulator. We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers. This list is subject to change without notice.

Hosting Services

We provide hosting for the websites we build on servers located in Texas, Michigan and Utah at major hubs to provide faster service. As with all hosting services, problems occasionally arise and there may be times when the server will not be available. This can be scheduled or unscheduled. Scheduled downtime is when we know it is going to happen and tell you about it in advance. Scheduled downtime will wherever possible, almost certainly be outside of normal business hours. We'll do our stuff in the evening or on weekends to minimize impact on your business.

Unscheduled downtime is when the server stops without us knowing it is going to stop. For a simple server hiccup, we'll get it back up and running as fast as we can. From time to time things go wrong with hardware; this may take a bit longer, but we will keep you updated as often as possible, and get the server back online as quickly as we can.

Late Hosting Payments:

Hosting payments must be made on time to avoid the automatic suspension of your website and email accounts. We reserve the right to add late and/or reconnection fees.

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Changes and revisions

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on what you are ordering and the time that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for those additional items and/or time.

Legal stuff

We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. Finally, if any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your company, or that you've permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We will make available, upon request, the source files and finished files and you should keep them somewhere safe. We try to keep copies of your files as long as you are a customer, but are not required to do so.

You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise. This just means that you agree not to make or use copies, and you understand that you may not sell or lend any element of the design to anyone else.

If you need a license for another copy of the site for another office or branch, these are available for an additional cost.

Flexible Payment Option:

If you are making flexible payments, your website must remain on our servers. It is not fully licensed and cannot be moved to new hosting until the balance of your payments are made. Flexible payment options mean that you make a deposit plus 12 monthly payments according to the pricing on our website. There is no penalty for early repayment, but all remaining payments will be added together to calculate payoff. Failure to make all payments will result in removal of your license and cancelation of your account. In the event that your account is canceled for non-payment, we are under no obligation to maintain the files for the account, and you are not authorized to use any portion of the website for another design of any nature. This includes text, graphics, photos, testimonials.

Deposits

A deposit payment is required to get us started on any project and does not represent the total dollar amount of your purchase. The deposit link that you use (on our website) will determine the total and number of pages and components included in the website you wish to have designed. Add-ons will be billed separately at the rate quoted and are due with your final balance. A deposit shall be deemed non-refundable if any portion of your site design has begun.

Payment schedule

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment outlined. Domain names will not be pointed to any website we design until your balance payment has cleared. The exception to this rule is if you have entered into an agreement for flexible payments. We issue all invoices electronically. You agree to pay all charges associated with your account in a timely manner. We reserve the right to charge late-fees on all overdue balances.

Hacking:

We cannot guarantee that your website will not be hacked (nor can anyone,) but we use additional third-party security components to attempt to make it less likely. Additionally, we attempt to take regular automatic account backups so that your account can be reverted back to a proper state. In the event a website purchased from us is hacked, we will investigate the damage and work with you to get your site back up and running and prevent another attack, but we are not responsible for losses of any kind due to the actions of third-party hacks. Attempting to repair your website after a hacking attack may incur additional fees, but we will discuss your options in advance.

But where's all the horrible small print?

Here we go: You can't transfer this contract to anyone else without our permission. These terms stay in place and need not be renewed. If for some reason one part of these terms becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and these terms are a legal document under exclusive jurisdiction of the courts of The United States of America. All claims or disputes between the purchaser and 5443 Media shall be decided by arbitration, must take place in Harris County, Texas, and in accordance with the applicable rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise.

By using this website and/or purchasing products/-services from 5443 Media, you are agreeing to these terms in their entirety.