

Terms of Service

I. Notice

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III. Project Commencement

A project will begin once the statement of work is signed or electronically transmitted with approval language and the requisite initial payment has been received and/or the funds collected.

IV. Project Due Dates

Due dates and milestones will be laid out and agreed upon in the statement of work. These dates require timely delivery of content by the client.

V. Ownership of Web Site Design

Upon completion of a custom website design and payment of web design and development fees, the client becomes the owner of the commissioned web site to promote the client's company or organization regardless of whether he/she chooses to continue further services with our company. 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 into an existing site or have another company add pages onto the existing site using the commissioned web site designs.

VI. Ownership of Web Site Domain Name

Web site domain names are leased from domain registration companies. When we register 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 to use our company for further services. Domain name renewal is the responsibility of the client. Clients are advised to closely monitor the renewal date of a registered domain name. If the client chooses to have us renew the domain name, on their behalf, an additional fee may be applied along with the registration fees.

VII. Web Site Hosting

Web site hosting is provided entirely by third parties. We can help procure, renew or advise on hosting. Hosting companies charge fees for their services. These fees are paid directly to the hosting companies and are the responsibility of the clients. We can assist in making hosting arrangements. When we establish hosting for a client, that hosting account will be made in the client's name. Upon payment of any outstanding fees, the client has the right to use that hosting regardless of whether he/she chooses to continue to use our company for further services. Hosting service renewal is the responsibility of the client. Clients are advised to closely monitor the renewal date of their hosting accounts. If the client chooses to have us renew the hosting, on their behalf, an additional fee may be applied along with the registration fees. We are not responsible for the uptime or access availability of the hosted site.

VIII. Ownership and Copyright of Content

All text and photos used as content in a commissioned web site must be provided by the client. The client must have ownership or written permission to use all content provided for use. We are not responsible for copyright infringements on behalf of clients.

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IX. Submission of Content/How to Submit Content

All content, text and photos should be submitted, electronically via email. We can also accept content on CD or DVD. Content must be clearly labeled as to where it is to go on the site. Ownership and Copyright is addressed under separate heading in this document.

X. Time Requirements for Submitting Content

We cannot complete a web site if the client does not provide the content in a timely manner. Waiting for content or other information, including administration information (domain and hosting passwords etc), we cannot be expected to complete the work within specified time frames. In the extreme case that we are waiting for 15 days for content, we will consider the contract complete and bill any remaining activities as future work under a new contract.

XI. Web Site Design Revisions

We understand that design is subjective in the eye of the beholder. We encourage clients to provide us 'like' examples of the ideas

XII. How Web Site Maintenance Requests are Handled

Clients who have signed up for a maintenance plan receive discounts off web designer's hourly rates for web site updates. The standard ½ hour maintenance plan is enough to add about five photos and a few paragraphs of text. Clients of Planet-Thru may send update requests via email (contact us for the correct email address). Routine maintenance which fits into the allotted time specified in the client's maintenance plan is typically completed in 3 to four business days. If a client, on a web site maintenance plan requests more than the scheduled amount of maintenance, he/she will be given a quote and, if approved, the additional work will be completed at a discounted rate and the turnaround time will be based upon workload issues. Clients who are not on any maintenance plan may request updates at the full \$50.00 hourly rate and the turnaround time will be based upon workload issues.

XIII. Payment Policies

One-half of the initial web site design and development fees are due upon project initiation. Upon completion, the remaining balance is due within five (5) full 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, Planet-Thru will also register the client's web site with Google, Yahoo and MSN/Live(Bing) search engines.

Clients experiencing financial hardship should contact Planet-Thru to discuss payment options.

Payments may be made online using MasterCard, Visa, American Express, Discover and PayPal. Planet-Thru will also accept Bank Certified checks, Money Orders, as well as USPS and Western Union Money Orders. All payments are due with in five (5) business days.

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XIV. Search Engine Terms

Every Client would like his/her website to rank high in search engines for selected keywords, yet search engine results are determined by a multitude of constantly changing factors, search engine ad campaigns, third party search engines, and the amount and quality of competition on the world wide web. Planet-Thru uses search-engine friendly techniques in the creation of web sites, creating custom keywords and techniques recommended by [SEO\(Search Engine Optimization\)](#) and search engines themselves, such as keywords in the title bar, the meta tags, and alternate text for images. If the client is not satisfied with keyword placement, as described, we will change these items, as the client specifies, one time free of additional fees.

Planet-Thru cannot be held responsible for search engine results.

XV. Termination of Services

If the client changes his/her mind about doing work with Planet-Thru during the course of the initial web design or development phase, the client will be responsible for the amount of work already completed. Depending upon the amount of work completed, at the time of cancellation, this may mean receiving a full refund, a partial refund, no refund or owing additional fees.

Termination of services may be received verbally, but must be followed up in writing or email. Termination may be requested without question. Although not required, we would like to know the reason for the cancellation.

XVI. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL PLANET-THRU BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, AND/OR CONSEQUENTIAL, INCLUDING WITHOUT LIMITATION BODILY INJURY, EMOTIONAL DISTRESS OR DISCOMFORT, OR PHYSICAL DAMAGE RESULTING FROM OR IN ANY WAY RELATED TO YOUR USE OF THE PLANET-THRU SITE, INCLUDING BUT NOT LIMITED TO YOUR USE, REFERENCE TO OR RELIANCE ON ANY INFORMATION OBTAINED ON OR THROUGH THE PLANET-THRU SITE.

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XVII. Refusal of Service

We reserve the right to decline to do business with any client for any reason.

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XVIII. Changes to Terms of Service

We reserve the right to decline to change these "Terms of Service" at any time for any reason.