

# StickySites.ch

## Web Design Policies/Terms of Service

### Definitions

“Sticky Sites” means www.StickySites.ch and/or any affiliate which shall supply Services to you.

“TOS” means Terms of Service (this document) and everything it contains

“Services” collectively means what we provide to you and the purchasing of our services

“Products” collectively means what we provide to you and the purchasing of our products

“We,” “us” or “our” means Sticky Sites.

“You” and “your” and “the client” mean the person who is the subject of the site content and who purchases Services from Sticky Sites.

“Web Design” and “website” means every aspect of the website (coding, design, modifications, templates, content, pictures, images, text, functionality, illustrations) designed or handled by Sticky Sites.

“Graphic Design” means every aspect of the graphic design (concepts, illustrations, templates, samples, images, pictures, text) designed or handled by Sticky Sites.

### Application Of Terms

The following terms of service apply to all services provided by Sticky Sites to you. By access to our website and the purchasing of our services you agree to these terms of service.

### Provision of Services

We agree that the services we provide will be carried out in countries where the provision of the services described in your website are legal. In designing a website for you, we are acting as your designer and accept no responsibility for legal issues encountered through any misuse of or illegality in the website. It is the responsibility of the client to register their business in accordance with their local city or state tax laws. Sticky Sites is not liable for any loss of business or income in relation to the use of your website. Although we do our best to minimize data loss, we take no responsibility for data or information lost through our hosting service.

### Declaration of Legality

By commissioning our services, you declare that:

- You, the commissioning individual, are and will continue to be the same and only person promoted on your website and providing the services described therein;
- You are 21 years of age or older;
- You are not being coerced in any way to provide the services described in your website;
- You are not knowingly facilitating prostitution on your website.

### Web Design

All creation of files remain the intellectual property of Sticky Sites on, before and after completion of a Web Design project with the exclusion, only if stated by the client on delivery of, any images, references or text documents provided by the client for the purpose of the website's creation.

Upon completion of a custom website design and payment of web design and development fees for a period of one year, 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 Sticky Sites. 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. The client does not have permission to reuse pieces of our work in a redesigned website that gives another company design credit. After payment of one year of our fees plus US\$100 transfer fee, the entire site including any free software shall be made available by us for transfer to any other location specified by you in a format commonly used to effect such transfers.

Sticky Sites shall be free to use, disclose, display, create derivative works of, distribute, transmit and reproduce any item from any web site created for any customer or client unless stated otherwise upon the payment for the web site. Sticky Sites reserves the right to display up to three screenshots of your website on Sticky Site's design portfolio as an example of work and creative style. Retired clients' screenshots will be removed upon request. All websites designed by Sticky Sites require a design credit link pointing to <https://StickySites.ch> in the footer area next to the copyright. You may not remove or modify this link unless expressly permitted by us.

Although we will try to estimate a timeframe for the development of your project it is impossible for us to provide any guarantees in relation to this. All advertised timeframes should be used as a guide only and you should not plan any launches, materials or anything else based around a specific date. Sticky Sites cannot be held responsible for any delays caused to your project. A project delay cannot be used as a reason for cancellation without financial penalty to the client.

You must supply all materials and information required by us to complete the work in accordance with any agreed specification and timescale. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount. Where you fail to supply materials, and that prevents the progress of the work, we have the right to invoice you for any part or parts of the work already completed, and no refund of past payments will be made.

Sticky Sites reserves the right to cancel any project in which the client is unavailable due to long term absence of 14 days or more, making communication necessary to the completion of the project difficult, unless prior written notice has been given and all balances on the client account settled.

On completion of the work stages you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 14 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 14-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed and all outstanding invoices and future payment obligations will become enforceable.

The client unconditionally guarantees that all content whether it be an image, text, animations, graphics or any other form of artwork presented to Sticky Sites for the form of inclusion in the web design project is owned by the client or the client has permission or license from the rightful owner of said elements and will hold responsibility and defend Sticky Sites and its affiliates from any suit or claim which arises from the use of said elements provided by the client.

### **Invoicing and Payment**

All fees, whether on a quarterly or annual payment plan, are due immediately upon you instructing us to proceed with the website design and development work. We reserve the right not to commence any work until the initial fee has been paid in full. The fee is only refundable if we have not fulfilled our obligations to deliver the work required under the agreement. The deposit is not refundable if the development work has been started and you terminate the contract through no fault of ours, which shall include failure to communicate as set out above.

Our website development phase is flexible and allows certain variations to the original specification. However any major deviation from the specification will be charged at the rate of US\$50.00 per hour.

Sticky Sites reserves the right to close all accounts on purchasers failing to make full payment of all fees within 14 days of invoicing for a period of one year after payment of the initial fee. After such period of non-payment, the purchaser loses all rights to their designs and Sticky Sites reserves the right to re-use parts or all of the design in future projects.

### **Hosting and Domain Name**

If purchasing a domain name on behalf of the client, Sticky Sites is acting solely as the clients agent and accepts no responsibility for legal issues the client encounters from the misuse of their domain. All domain renewal fees must be paid by the client after the first year of service. Sticky Sites agrees to transfer any domain into clients name upon request, providing that all account, hosting and renewal fees are paid up to date. Although we do our best to minimize data loss, we take no responsibility for data or information lost through our hosting service.

## **General**

The Sticky Sites.ch website and all content is copyright 2018 StickySites.ch. All rights reserved.

By ordering or using any of Sticky Sites products or services including a Sticky Sites website, the client is deemed to have accepted these Terms and Conditions whether or not the client has been provided with a copy.

The client must be a legal adult, 18 years of age or of legal age in his/her place of residence, to purchase from Sticky Sites.

Sticky Sites reserves the right to refuse a client for whatever reason.

We agree that we will not at any time disclose any of your confidential information to any third party. Sticky Sites is responsible solely for the technical development of the website and the client must provide all content materials. You agree that you will not post any material which is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy, or otherwise illegal in any jurisdiction in which you offer your services.

Sticky Sites reserves the right to revise its policies at any time without notice.

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