



## **General Design Project Policies & Disclosures:**

### **General Project and Estimate Policies**

Estimated costs to complete the job/project, based on client information or information in estimates and emails, are subject to adjustments based on time, resources, and extensive revisions required, and are by no means an exact amount. Hester Designs, LLC. does not accept liability for errors overlooked at any stage of the job/project. Proofing of the project is the clients responsibility. Any changes to an approved revision will be charged extra to the client according to both time and resources. Down payments are non-refundable to any project that has begun. An additional termination fee may apply for any project canceled while in process. Payments are non-refundable. Hester Designs retains all ownership, copyrights, intellectual property and rights of use for the entire scope of work, including alterations and unapproved versions until the job/project balance is paid in full. Once paid in full, the client will own the files and rights to the final output version only. This file may not be editable without proper software, fonts and tools. Files used to build the final project will remain property of Hester Designs, unless otherwise negotiated or sold to the client. Domain names registered in Hester Designs will be owned by Hester Designs, with fees for usage applying annually. Disaster recovery, hacking, or mis usage of any brand asset is the sole responsibility of the client. At no time will Hester Designs be held liable legally or be responsible for any damages pertaining to the work created or the brand assets. Web site regulations compliance is not guaranteed in any stage of a web site project.

### **Privacy Policy & Document Retention:**

All client and project information kept confidential at the time of project. All information used for projects is shredded immediately after the project completion. Documents and emails for projects are discarded immediately. Client information is never sold or used for solicitation of third party services.

### **Revisions:**

All projects listed include 2 rounds of revisions. Extensive revisions or rounds of changes will be subject to additional charges.

### **Archived Projects:**

Hester Designs keeps all projects for 5 years if possible. Documents given to clients are usually output versions and build versions, unless arrangements have been made otherwise.

## **Web Based Project Policies & Disclosures:**

### **Design & Buildout**

Web sites may vary from the actual design where necessary for responsive design, accessibility or other fictionality limitations.

### **Responsibilities and Warranty**

Each web site project comes with a limited 30 day warranty. Within this time Hester Designs will maintain security, backups and Malware scans. Free limited technical support will also be available. Hester Designs is not responsible for web site issues related to problems caused by a client, hosting company or outside vendor. Clients are responsible for their web site operations, security, backups, hosting, updates, software, plug-ins, privacy ongoing. Web sites should be handled the same as a physical space and operations should be tested daily.

### **Voiding Your Warranty**

Not keeping your site up-to-date, adding plug-ins and custom development, changing code, styles or settings, or any other modification can result in problems and void the Hester Designs warranty.

### **Downtime / Failure Rate**

Web site and hosting platforms fail from time to time, or experience problems due to internet service outages, and other natural disasters. It's common to experience a rare outage, and we suggest clients are prepared with other communication methods for public relations and notifications on a situation. Hester Designs works hard to keep things operational 24/7, and your services are a top priority.

### **Trouble Shooting & Technical Support**

Hester Designs can provide these services at a normal hourly rate. The services are available during normal business hours and will be scheduled in order of requests. We strongly suggest backups are in place on going to assist if a problem occur.

### **Disaster Recovery**

Ultimately the recovery of a web site is up to the client and the resources put in place. We suggest every client develop a disaster recovery plan and share that with Hester Designs. Should your web site suffer as a result of a disaster or outage, we would use backups to resurrect the site, or migrate your site to a working server. These services are at the expense of the client.

**Privacy Policy:**

All username and passwords are kept confidential at the time of project. All information used for projects and web hosting that may pose a security risk are deleted and/or shredded immediately after the project completion. Client information is never sold or used for solicitation of third party services. Hosting services are provided by TVCnet.com and clients should defer to their policies beyond the above. This has been disclosed to you in our hosting agreement.

**WebSafe™ Service:**

WebSafe Backup and Security is a monthly website maintenance, security, and information backup and recovery service provided by Hester Designs. This service provides clients the following:

- Installation and set up of Wordpress security plugins licensed to Hester Designs.
- Monthly updates of WordPress core, WordPress plugins, and Wordpress Design Themes. This updates are subject to up-to-date licensing fees in some cases.
- Monthly scans for malware.
- Monthly back-up of entire website and database.
- Storage of monthly backups.

WebSafe Backup and Security is provided at the current rate of \$45 month, with a 12 month contract. To discontinue this service requires 30 day notice.

WebSafe Backup and Security intends to fulfill the following purposes:

- WordPress websites from being hacked by malware or hackers by blocking IP addresses of multiple failed login attempts in the WordPress login panel.
- Keep WordPress websites and their accompanying core, themes, and plugins up to date to minimize and security vulnerabilities.
- Minimize downtime and losses by quickly restoring a website in the event of a site being hacked.

Enrollment and use of WebSafe Backup and Security does not guarantee protection from malware, hacks or cyber attacks on your website. It does however help resurrect a site using parts or all of back up files available.

**Accessibility:**

It is the clients sole responsibility to keep up with, understand, and maintain their own specific regulations, compliance, and legal obligations, including the Americans with Disability Act, and other federal regulations pertaining to their web or print projects. Hester Designs assumes no responsibility for any web or print projects that do not meet federal or state laws, regulations or

other legal obligations. It is the client's sole responsibility to provide the related information and specific requirements to Hester Designs prior to estimating the project. It is the clients sole responsibility to conduct tests and audits as needed, and to provide specifics when requesting changes. Changes may require additional cost.

**Accessibility Actions Taken When Possible:**

- Color Contrast test for main colors used
- Alt tags for images and links
- Text not in images where possible
- H1-H6 tags used for heading styles
- Text size and color compliant
- Try to keep up with best practices and latest WCAG guidelines and apply them where cost and efficiency can be fairly maintained.

**We do not:**

- Guarantee projects will be accessibility error or alert free
- Guarantee regulations can be met within the scope of the project
- Automatically revise web sites ongoing as guidelines and methods change
- Test your content or site as you make changes to your site
- We do not guarantee Wordpress or Plugins to be operational, or maintain accessible methods
- We do not do screen-reader accessibility testing or human based audits.

**Wordpress Software, Themes and Plugins Disclaimer:**

Hester Designs builds web sites using WordPress open source content management software, and various developer themes and plug-ins, and has no governing control over any of these third-party applications. Third-party applications have been provided as a courtesy and does not imply endorsement of any kind by Hester Designs, LLC and its affiliates (collectively "Hester Designs") or by any third-party. As such, Hester Designs can not guarantee the quality or consistency of such applications, each application is provided as is and as available. In no event shall Hester Designs be liable to you or any other person for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter, whether such liability is asserted on the basis of contract, tort, your inability to use the third-party application, your loss of data or files, or otherwise, even if Hester Designs, its affiliates or partners has been advised of the possibility of such damages.

By using these third-party applications, you agree with any user agreements as may be required by the third-party. I also understand that by using these third-party applications, I may be giving personal information to third parties, not associated with Hester Designs, whose privacy policies may not be consistent with Hester Designs' privacy policy. Hester Designs is not responsible for the privacy policies of these third parties. Understand that by using these third-party applications, personal information may be used for purposes outside of the Hester Designs Privacy Policy. Hester Designs has the complete right to engage in updates and other revisions

to the Services and that such updates and other revisions may adversely impact the functionality of third-party applications. I acknowledge and agree that Hester Designs has no responsibility or liability in the event that any third-party applications cease to function or perform at any time and for any reason.

### **Web Hosting Policies:**

#### **Reseller Notice:**

Hester Designs sells Hosting through the provider TVC. The following policies are transferred to Hester Designs hosting customers as part of TVC hosting services. At no time is TVC to be contacted directly in regards to hosting services. Always contact Hester Designs direct for support and service of your account.

#### **Legal Usage:**

Hester Designs & TVCNet reserves the right to remove any materials Hester Designs & TVCNet does become aware of that are, in Hester Designs & TVCNet' sole discretion, potentially illegal, could subject Hester Designs & TVCNet to liability, or violate this policy. The use of Hester Designs & TVCNet is subject to the following terms and conditions. Hester Designs & TVCNet services may not be used for illegal purposes, or in support of illegal activities. Hester Designs & TVCNet reserves the right to cooperate with legal authorities and/or injured third-parties in the investigation of any suspected crime or civil wrong. Activities which are prohibited as potentially illegal include, but are not limited to: Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books, or other copyrighted sources, and copyrighted software; posting or e-mailing of scams such as make-money-fast schemes or pyramid/chain letters; threatening bodily harm or property damage to individuals or groups; making fraudulent offers of products, items, or services originating from your account; attempting to access the accounts of others; purposefully editing or deleting an accounts bash\_history file, attempting to penetrate beyond security measures of our or other systems (referred to as hacking) whether or not the intrusion results in corruption or loss of data; or harassing others by 'mail-bombing.' 'Mail-bombing' is defined as sending more than ten (10) similar mail messages to the same e-mail address; forging any message header, in part or whole, of any electronic transmission, originating or passing through Hester Designs & TVCNet services; distributing viruses to or from Hester Designs & TVCNet systems.

#### **Anti-SPAM Policy:**

SPAM is unsolicited broadcast or commercial e-mail that is sent to addresses that do not affirmatively and verifiably request such material from that specific sender, including but not limited to advertising, surveys, information pieces, third-party spamming, web site addresses, sales, and auctions. Hester Designs & TVCNet fully supports the CAN-SPAM (Controlling the Assault of Non-Solicited Pornography and Marketing Act) Act of 2003, which essentially states that recipients must give 'affirmative consent' before receiving commercial email; recipients of commercial e-mail have a right to decline, or opt-out, of receiving further commercial e-mail; senders of commercial e-mail cannot mislead recipients concerning the origin of the e-mail or its content (i.e., the commercial nature of the e-mail must also be obvious and clear); and senders

must use approved methods to obtain recipients' e-mail addresses. For more details see The CAN-SPAM Act: A Compliance Guide for Business. Unsolicited commercial e-mail (UCE) may not contain an e-mail address or a domain name that is hosted on Hester Designs & TVCNet web servers or name servers. Upon receipt of an unsolicited email complaint, web site owner will be contacted and asked to discontinue all unsolicited e-mail broadcasts. If a response is not received from web site owner within 24 hours, or unsolicited email continues to be sent from account, the account may be closed. The verified opt-in mailing list is the industry standard method for sending legitimate e-mail broadcasts. Definition: An opt-in mailing list "must receive confirmation" from the e-mail address respectively before the address can be added to a broadcast list. For example, e-mail confirmation, or confirmation via a web page before the address is added to the mailing list is a common form of confirmation. Mailing lists without confirmation are in violation of these policies.

### **Advertising & Image Policy:**

Hester Designs & TVCNet abides by the same editorial and advertising standards followed by major U.S. magazines and general publications. Hester Designs & TVCNet fully supports the Digital Millennium Copyright Act (DMCA). It is our policy to respond to notices of alleged copyright infringement in a timely manner, and take reasonable action in respect to the guidelines specified in the DMCA. Trademark disputes are not covered within the DMCA, and complaints related to U. S. trademark law will be e-mailed to the owner of the website account respectively. Pictures depicting nudity and/or content unacceptable for viewing or reading by minors is not allowed. Pornographic pictures, text, or domain names will be cause for immediate account termination or suspension without prior notification. Hester Designs & TVCNet may not be used to host the following related web sites: alcohol or tobacco; illegal drugs; hate groups; or web sites inappropriate for viewing by minors.

### **Web Server Fair Use and Limitations:**

Use of server accounts for process-heavy jobs, such as MUD, IRC or IRC Bots, or bulk emailing scripts are not allowed. Cron processes should not be scheduled to run more than once per 10 minutes without express permission from Hester Designs & TVCNet staff. Scripts that have a perceivable affect on the stability or reliability of a shared web server will be disabled, and notice will be sent to the manager of the account accordingly. As a general rule, individual processes may not consume more than 500k of active memory, or consistently use more than 20% of available server processes. In order to prevent the abuse of server e-mail accounts, the sending of e-mail may be limited to 600 messages per hour. Dedicated servers are not limited in regard to the number of e-mail messages that may be sent per hour, though opt-in requirements still apply (see items above for details). Clients may not run network processes that compromise our network or the network of others. While bursts of up to 40 Mbps (megabits per second) are allowed, servers will not exceed an average 10Mbps for a protracted period.

### **Uptime Guarantee:**

If your shared hosting service has physical downtime that is not within 99% uptime for a given month you may receive one month of credit on your account. This does not include problems caused by your site or hosted files, including problems related to a hacked site or server

account. Dedicated servers are covered by a network guarantee in which credit is prorated for the amount of time the server is down due to issues within our control. Examples of issues outside our control may include denial of service attacks, domain name registry errors, or network connection issues outside of our network. This does not include problems caused by your site or hosted files, including problems related to a hacked site or server account.

**Cancellation of services:**

30 days prior notice must be given to cancel a service. Notice can be sent via mail or email. The preferable method is to use our technical support form at HesterDesigns.com. If no notice is given then 30 days service will be due at the time of cancellation.

**Transfer & Access of Services:**

Hosting services cannot be transferred. Websites can however be migrated from one account to another. Associated fees will apply. Hosting server main account password cannot be changed overriding Hester Designs access to the server. Any attempt to override control will result in termination of the account.

**Conclusions:**

**Limitation of liability:**

By signing (or being presented with) this document, You agree that Hester Designs / TVC entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). Neither Hester Designs / TVC nor our contractors or third-party beneficiaries shall be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. You agree to take full responsibility for files and data transferred, and to maintain all appropriate backup of files and data stored on our servers. We will not be responsible for any data loss from your account, and under no circumstance will Hester Designs & TVCNet be liable for damages of any kind for loss of account files or data on any Hester Designs & TVCNet server. Hester Designs & TVCNet can not control the business practices or integrity of domain name registrar databases. Due to these limitations, checks for domain name availability may not be accurate.

**Indemnity:**

By signing this document, you agree to protect, defend, indemnify and hold harmless Hester Designs and its officers, directors, employees, and agents, from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Hester Designs & TVCNet directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of these Terms of Use or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The

indemnification obligations under this section shall survive any termination or expiration of these Terms of Use or your use of this Site or the Services found at this Site.

**Change in Terms:**

Hester Designs reserves the right to revise its disclaimers, terms, conditions and acceptable use policy at any time. At such time you will be notified.

**Explanation:**

For further explanation of any portion this document, and the terms set herein, or to determine whether your intended activities are permissible under the terms of this document, please contact Hester Designs directly at 405-235-5363.

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Signature

Company Name

Date