



isit2B Marketing, LLC Marketing Services Terms & Conditions

is it 2B Marketing provides website & graphic design, copywriting, and related online marketing services. Clients are asked to read and agree to all terms and conditions outlined herein before signing a letter of agreement or accepting a quote for services.

1) Proposal Quotes:

Will be made with a formal project proposal and are not binding and remain in effect for 30 days from date of proposal. Each proposal is unique with select services for each customer. Alterations and changes are common and will result in modified proposals and pricing. Additional charges may apply if complexity of the project changes or timelines are modified.

- Work will begin on the project when the Letter of Agreement has been signed.
- Cancellation of this Agreement by **is it 2B Marketing** or the customer must be made in writing, an invoice of un-billed time will be rendered.

2) Rates and Fees:

The final cost of each project may include additional charges for outsourced vendors (printing, shipping, etc.), travel, expedition, and surcharges, as well as other related products, services, and work-related activities. All expected fees will be included in the proposal and letter of agreement contract and identified as separate line items. If unexpected fees arise during the course of a project, the client will be consulted and asked to approve any charges that exceed the quoted price. In some cases, such additional charges may require a signature for approval or advance payment.

3) Projects & Services:

Work will begin on the project when the Letter of Agreement has been signed. Cancellation of this Agreement by **is it 2B Marketing** or the customer must be made in writing, an invoice of un-billed time will be rendered.

4) Proposal acceptance and project commencement:

The quote is considered accepted and the project commences when **is it 2B Marketing** has received the deposit along with any and all documents or materials that are necessary for the project(s).

6) Website Design:

Design projects are based on a clearly defined project scope and set of specifications, which may include a mock-up that visually demonstrates how the final design will look. Should client decide to amend the scope or specifications of the project or request deviation from the originally agreed-upon mock-up, additional fees will be incurred.

- Once a website design is completed, client will have an opportunity to review the design and request changes. Minor revisions are included in all website design projects. These revisions include changing the font sizes, spacing between and around content (images and text), and other minor adjustments to content (resizing images, altering text, etc.).
- Major changes to the design, such as altering the layout, deviating from the original mock-up, or overhauling the color scheme will incur additional charges.
- Each design project includes one pass for revisions in which the client may review the design and request changes. We will complete all minor changes (as included in the project) and issue a quote or invoice for any major changes. Minor change requests made after the initial revision will incur fees and initiate a new project.

6) Copywriting:

Unless otherwise established prior to start of project, all copywriting projects are written, edited, or otherwise processed in Microsoft Word or Apple pages. This includes website copy and other written material destined for electronic or online publication. Other file formats (PDF, HTML, etc.) are available upon request and may incur additional fees.

- Work is sent and received electronically via e-mail or an online file sharing application.
- Client will not send updated or revised copies of a copywriting project once work has started. For example, if a document is sent to the copywriter and work has commenced, client may not send a revised copy of the document since doing so will interfere with the work process. E-mail requests to insert or amend text are acceptable, but a revised version of the same document will be rejected.
- Each project includes one revision. Revision requests must be received within ten business days from client's receipt of final draft.
- A revision is not a rewrite.
- The timeline for revisions varies depending on the scope of the project. Please allow five to ten business days for an average-sized project. Larger projects may require additional revision time.

7) Intellectual Property and Copyright:

All contents of this site and the services offered are: Copyright © 2012 isit2bmarketing.com Inc. and/or its suppliers. All rights reserved.

This site is protected by United States copyright laws and international treaties. Any trademarks are the property of their respective owners.

isit2bmarketing.com respects the intellectual property of others, and we ask our users to do the same. In appropriate circumstances we will terminate the accounts of users who infringe upon the intellectual property rights of others.

We waive all responsibility for materials which are provided by the client, including registered trademarks, copyrights, or additional intellectual properties. Work is accepted in good faith based on the understanding that client has obtained or owns all necessary rights to such properties.

All material created by is it 2B Marketing is owned and copyrighted by Craig Hofland unless and until final payment for work as outlined in Letter of Agreement is received. When all payments are received in full, copyright automatically transfers to the client.

8) Deadlines and Due Dates:

Client understands and agrees that their input may be required for various projects or they may be asked to provide information, especially for business- or company-specific projects. Inquiries made by is it 2B Marketing to the client will be answered within a reasonable amount of time. Client acknowledges that a failure to respond or cooperate in a timely manner could result in an extension to the project deadline.

Unforeseen or sudden termination of a project. If some mishap, illness, or accident occurs that makes it impossible for **is it 2B Marketing** to continue a project in progress, we will make every effort to notify the client as soon as possible. We may request a project extension or suggest an alternative service provider who is both part of our network and a trusted resource. We may choose to outsource the work directly. In such cases where we are unable to meet the deadline or complete a project and the client refuses to grant an extension, a refund will be issued and will be based on the amount of work completed. If the project is half completed, the client can expect a 50% refund (of project total, not deposit).

Should the client terminate a project for any reason, we will retain the deposit. Additionally, client will be billed based on the amount of work completed (if the project was 25% completed, client will be billed 25% of project total, minus deposit, which was already issued).

We will always grant clients project extensions if they are needed at any time or for any reason. However, such extensions may not affect the original payment due date for either the deposit or the final payment.

Delays in reviewing and approving a project may result in client receiving final invoice before project is completed. We normally estimate 3-5 business days for a client to review, approve, or request revisions to a project. If feedback or approval from client is not forthcoming in a timely manner, the final invoice will be processed and delivered after 20 business days (approximately one month) from the time we submitted the project for approval. For larger projects or at our client's request, we may extend this deadline.

This does not terminate or cancel the project. We will still accept any requests or approvals and finalize the project after the final invoice has been processed and paid for up to one year.

We retain the right to assess and handle project interferences on a case-by-case basis. The terms outlined herein provide a general guide as to what clients may expect in the case of unforeseen events.

9) Payment Policies:

Preferred method of payment is Credit Card or PayPal through our website payment system. However, personal or business checks are also welcome.

A deposit is required in advance in the amount of 50% of the total project cost estimate. Projects \$250 or less require full payment in advance.

Expedited projects or those with a turnaround of less than one week will require full payment in advance.

Projects do not commence until the deposit has been received in full.

Deposits are non-refundable.

All quotes, contracts, and invoices are sent and processed electronically (via e-mail). Printed copies may be sent at client's request.

Final payment is due within two weeks of project completion. Project is complete when first final draft is sent to client. Revisions are performed after project completion and therefore requests for revisions do not alter the payment due date.

In cases where project completion is delayed due to failure of client to issue feedback or approval in a timely manner, the final invoice will be processed 20 business days after project was submitted to client for review.

Late payments are subject to penalty fees of \$25 per month, or 10% of project cost, whichever is greater.

Late payments and non-payments will be pursued through a collections agency.

10) Taxes:

Client shall pay all taxes and other charges imposed by any governmental authority upon the production, sale, use or shipment of the products sold. Price quotations do not include taxes, shipping, or other charges, unless specified.

11) Privacy:

is it 2B Marketing is committed to protecting our clients' privacy and operates in full confidentiality.

Information and documentation provided by the client will not be distributed, published, or otherwise shared in any way without the express consent and permission of the client.

We reserve the right to create, publish, and distribute our list of clients as part of a portfolio. The client list will not include any client contact information or project details. This list may include the use of a client's logo and company name. Clients who do not want to be included on such a list must make a request in writing, via email, prior to project completion. All such requests will be honored.

We reserve the right to use creative work rendered in a private or published portfolio. **is it 2B Marketing** may also share links to work rendered privately upon request by prospective clients. Clients who do not want their projects included in a public or published portfolio must make a request in writing, via email, prior to project completion. All such requests will be honored.

Our rights to portfolio use are applicable to all work we complete, including work created through or as a third-party service or sub-contractor.

Our complete online marketing services include but are limited to - website design, graphic design, social media marketing, mobile media marketing, video & photography, copywriting, SEO, traditional marketing, and website management services. Get in touch with us to find out how we can help your business succeed on the web.