

ONLINE ADVERTISING & FORWARD LOOKING STATEMENTS

BANNER ADS, SEM AND PPC COST PROJECTIONS AND ROI

Certain information set forth in this presentation and stated by the AGENCY and its EMPLOYEES or CONTRACTORS may contain "forward-looking information", including "future-oriented information" and "advertising return on investment projections," under applicable laws (collectively referred to herein as forward-looking statements).

Except for statements of historical fact, the information contained herein constitutes forward-looking statements and includes, but is not limited to:

- Projected financial performance of the Company, sales, ROI, Advertising and PPC/SEM campaigns;
- Completion and the use of proceeds from conducting business on AD platforms or via online Advertising and eCommerce;
- The expected development of the Company's business, projects, and joint ventures;
- Execution of the Company's vision and growth strategy, including with respect to online Advertising and PPC Platforms;
- Sources and availability of third-party financing for the Company's projects, Ad Credits or SEM coupons;
- Completion of the Company's Advertising campaigns, products, offers or promotions that are currently underway, in development or otherwise under consideration;
- Renewal of the Company's current customer, supplier and other material agreements;
- Future campaigns, advertising, promotions, Ad spend/budget, consumer demand and online trends.

Forward-looking statements are provided to allow potential CLIENTS the opportunity to understand the beliefs and opinions of the AGENCY and its EMPLOYEES or CONTRACTORS in respect of the future so that the CLIENT may use such beliefs and opinions as one factor in evaluating an investment in online advertising while understanding the risks associated with PPC/SEM programs including and subject to:

- The nature of the internet and online trends
 - Volatility requirements
 - Bidding for keywords against competitors
 - PPC - pay per click
 - CPM - cost per million views
 - CPA - cost per acquisition
- These statements are not guarantees of future performance and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance and ROI in future campaigns or Advertising endeavors to differ materially from any projections of future performance or result expressed or implied by such forward-looking statements.
 - Although forward-looking statements contained in this presentation are based upon what the DEVELOPER, the AGENCY, its EMPLOYEES or CONTRACTORS believe are reasonable assumptions, there can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements.
 - The DEVELOPER, the AGENCY, its EMPLOYEES and CONTRACTORS undertake no obligation to update forward-looking statements if circumstances or their respective estimates or opinions should change. The reader is cautioned not to place undue reliance on forward-looking statements.

YOU ARE NOTIFIED AND UNDERSTAND:	
<ul style="list-style-type: none">• It is possible to lose money via online Advertising, in light of this <i>the DEVELOPER, the AGENCY its EMPLOYEES and CONTRACTORS consider it their personal responsibility to prevent such losses by taking all reasonable precautions and making every effort to ensure the success of a Client's online campaigns.</i>• The DEVELOPER, the AGENCY its EMPLOYEES and CONTRACTORS are not liable for any losses incurred by the CLIENT independent of if such losses occurred either as the result of negligence, accident, oversight or other considerations such as situations that are impossible or unreasonable to predict (for example, acts of God, disasters, economic collapse or sudden reduction of demand).	

GENERAL SEM/SEO/PPC DISCLOSURES

Because of the nature of SEM: any proposal assumes that every aspect of the project can vary. SEM requires agile tactics in a marketing environment that changes daily - It is not realistic to produce exact quotes and therefore prices are set based on a fixed monthly retainer. Your proposal is intended to estimate a realistic amount of work needed for success and provide a price range which allows you as a CLIENT to form reasonable assumptions and make informed decisions. SPECS are not possible on SEO/SEM campaigns. A Cost Projection Summary and Forecast may also be provided to help inform CLIENTS of costs.

The scope and nature of SEM:

- Bidding for a position on a search result page is instant, competitive, and temporary.
- The purpose of Search Engine Marketing is to pay a search engine to show a website in a specific position (usually page top) using a "pay per click" model.
- You will be in a bidding competition, your competitors online may differ from your real world competitors.
- The costs of SEM are subject to seasonality and demand variations.

The scope and nature of SEO:

- Good SEO is long term and indistinguishable from Web Development and marketing.
- The purpose of search engine optimization is to change the position of website(s) in a search engine. Success of a campaign may be based on ROI or simply obtaining a page 1 SERP.
- Your competitors online are the websites occupying the position you want and may not be the usual competitors expected.
- Any payments to SaaS systems, directory listings, guest bloggers, content writers, and article generation are a 3rd party arrangement and in addition to the cost of labor included in your proposal.
- Labor includes but is not limited to technical website updates, content, inbound links, registering a company in directories, press releases and news coverage - requiring a high level of company cooperation.
- SEO includes managing the process of bloggers writing about a product, service or company and approval of content published online.

Other General Assumptions

- Both SEO and SEM are company personalized marketing services that require technical administration of an online advertising account, Platforms, SaaS systems and demand the marketing efforts for radio, print, film, social media and the web to be coordinated.
- Both SEO and SEM involve the use of keyword suggestion tools, managing 3rd party budgets, managing campaigns (starting, stopping, starting), adjusting bids and pruning keywords.
- Both SEO and SEM require using specific and intentional landing page tactics ranging from custom landing pages to optimization.
- Working directly with a client to ensure sales and income resulting from the advertising is essential and requires a high level of attention, feedback and approval.
- Success can be quantified in clicks or ROI and is best tracked using goals and funnels via traffic analytics and determining success may require a change in how online business is conducted with customers.
- The actual results of any SEO/SEM campaign are dependent on a combination of product, service, budget, and how competitors will react to the campaign.

YOU ARE NOTIFIED AND UNDERSTAND:	
<ul style="list-style-type: none">• The AGENCY and its DEVELOPERS or TEAM<ul style="list-style-type: none">○ Have no special affiliation with any Search Engine nor influence over them other than the means which are provided freely by search engines to accomplish various marketing goals.○ Make no such claims.○ Have not made any such promises to you, the CLIENT○ Do not receive a financial kickback, receive no affiliate compensation nor monetary incentive to promote any particular SEM service or software to our clients.	

ONLINE ADVERTISING AND RESTRICTED ITEMS

Every SEM AD platform has its own internal policies about advertising. Although you may be legally allowed to make claims about your product, service or in your content and entertainment according to law each company retains its own right to ban, restrict or remove content it does not deem fit, for any reason, at any time. Each SEM platform has its own lists of BANNED ITEMS and RESTRICTED CATEGORIES, including but not limited to:

- **Housing, Financial, Credit or Employment ads**
 - Restricted targeting in GOOGLE: <https://support.google.com/adspolicy/answer/9917652?hl=en>
 - Restrictions in BING: <https://about.ads.microsoft.com/en-us/policies/legal-privacy-and-security>
 - Regulations from META/FB/IG: <https://www.facebook.com/business/help/2220749868045706>
- **Stock, Stock Market, NYSE, OTC, Securities and Wall Street or investment ads**
 - Financial policies according to GOOGLE: <https://support.google.com/adspolicy/answer/2464998?hl=en>
 - Trade law according to BING: <https://about.ads.microsoft.com/en-us/policies/legal-privacy-and-security#compliance-with-trade-laws>
 - Financial ad policies according to META/FB/IG: https://www.facebook.com/policies_center/ads/restricted_content/financial_services
- **Health, Health care, Drugs, medical products, medical claims, dietary, sexual and supplement ads**
 - Health and medicines according to GOOGLE: <https://support.google.com/adspolicy/answer/176031>
 - REQUIRED APPLICATION: <https://support.google.com/google-ads/troubleshooter/6099627?hl=en>
This includes MEDICAL MARIJUANA
 - Speculative and Experimental Medical Treatment on GOOGLE: <https://support.google.com/adspolicy/answer/10612453?hl=en>
<https://support.google.com/google-ads/answer/9475042?hl=en>
 - Restrictions in BING: <https://about.ads.microsoft.com/en-us/policies/legal-privacy-and-security>
- **Firearms, Weapons, Alcohol, Tobacco, dangerous products or services**
 - Dangerous products or services on GOOGLE: <https://support.google.com/adspolicy/answer/6014299?hl=en>
 - Guns, Knives or Weapons on GOOGLE: <https://support.google.com/adspolicy/answer/6291810?hl=en>
 - Alcohol on GOOGLE: <https://support.google.com/adspolicy/answer/6012382?hl=en>
 - Restrictions in BING: <https://about.ads.microsoft.com/en-us/blog/post/june-2018/upcoming-changes-to-the-bing-weapon-policy>
 - Regulations from META/FB/IG: https://www.facebook.com/policies_center/ads/prohibited_content/weapons

As a client you are allowed to request the AGENCY and its DEVELOPERS work on such campaigns provided the following concepts are understood :

- Not complying to DSP policies may result in loss of ad spend, opportunity costs, or other losses, which you are liable for.
 - WE, the AGENCY and our DEVELOPERS can be compelled to testify against you in a court of law if laws are broken.
 - Corporations (such as Google and Meta) may have policies that are NOT Laws which they can elect to enforce: even unfairly.
 - This creates the following scenario:
 - YOU are LEGALLY advertising something that the DSP (corporation) changes their policy/opinion about
The DSP (corporation) therefore suspends your AD account and campaign
Even though you are LEGALLY allowed to advertise and sell your product/service: **we can't stop the suspension.**
- Depending on the circumstance we may waive labor costs associated with such losses to you as a result of these policies at our sole discretion as a professional courtesy but will not be forced or compelled to. (For example, if Google suspends your account and you can not continue to advertise we may waive *some* labor costs at our discretion depending on the circumstance.)

<p>YOU ARE NOTIFIED AND UNDERSTAND:</p> <ul style="list-style-type: none"> ● Google has placed an AI (ARTIFICIAL INTELLIGENCE) in charge of policy enforcement, this means if that AI misinterprets any service because of even 1 keyword "related" to the list below the account will be flagged or temporarily suspended. <ul style="list-style-type: none"> ○ Therefore: at some point it is likely your AD account will be flagged by the AI ● It is your RESPONSIBILITY to understand the policies and limitations placed on advertising. <ul style="list-style-type: none"> ○ In most cases you CANNOT SUE the DSP company (Google, Meta, Microsoft, RicTok) for any damages, harm or loss of income as a result of being banned, suspended or penalized. ● You ACCEPT ALL RISK associated with online advertising. ● You FOREVER WAIVE AND HOLD HARMLESS the developer for any damages, harm or loss of income as a result of being banned, suspended or penalized including for actions the developer has taken on your behalf, or by their own prerogative and especially including actions you have instructed the developer to take even against their advice or consult to you. 	
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- Here is a non-exhaustive list of some REAL WORLD examples:
 - Common words like "house" or "home" or even "payment plan" can trigger the HOUSING policies.
 - Even simple phrases like "Roll Tide" (a sports team) that also *just so happen to be alcoholic drinks* can trigger ALCOHOL policies.
 - An ad that says "shoot for the moon deal!" has the word "shoot" in it and can trigger the FIREARMS policies.
 - An ad for "Feline Leukemia Treatment" (a disease house cats can get) may trigger HUMAN MEDICAL policies.
 - Medical and Brand terms such as: CANCER, BOTOX, ASPIRIN, even PEROXIDE may trigger MEDICAL policies.

GENERAL SEM PRICING

LABOR: Per platform

We charge a monthly management fee per platform. Each platform includes 1 campaign within the fee. Adding on additional campaigns may increase the management fee.

- What we call "a campaign" [or 1 campaign]
 - typically includes several types of SEM campaigns combined into 1 service
- What platforms like Google and Meta call a campaign is
 - "every targeted budget"
- **When we say "Each platform includes 1 campaign" this means:**
 - 1 (one) of our campaigns typically consists of:
 - 1 Prospecting campaign [main]
 - Plus some combination of the following supplemental campaigns
 - 1 Branding campaign
 - 1 Retargeting campaign
 - 1 Local campaign
 - Minor/Micro targeted campaigns
 - Refer to your contract and proposal for details
 - We reserve the right to request additional payment for additional campaigns of any size
 - We may create additional campaigns for you that you are not charged for as a courtesy
 - You will be notified prior to the creation of any platform campaign in any scenario.

BONUS: Optional

Any payments to the SEM company are a 3rd party arrangement and in addition to the cost of labor included in your proposal. We do not collect your AD SPEND, it is instead paid directly to the platform.

When the TOTAL PPC budget across all platforms combined exceeds your LIMIT a fee based structure is put in place and then added to the monthly retainer. If no specific details are given in your proposal the DEFAULT below is assumed:

- **MINIMUM SPEND:** \$100 per day - \$3000 per month
 - This means you agree to spend at least \$100 per day, which is about \$3000 per month
 - If you spend less than this amount our ability to have success with your campaign is limited

YOU ARE NOTIFIED AND UNDERSTAND:	
<ul style="list-style-type: none"> • While total AD spend per month across all platforms combined is <ul style="list-style-type: none"> ◦ \$0 - \$9,999 - then 0% of your AD spend is charged as a bonus ◦ \$10,000 - \$99,999 - then 5% of your AD spend is charged as a bonus ◦ \$100,000 - \$999,999 - then 7% of your AD spend is charged as a bonus • The bonus can be paid monthly, quarterly or yearly. • We may WAIVE the bonus at our discretion. 	

AD SPEND: 3rd Party

- Google Ads: <https://ads.google.com/home#!/>
 - <https://support.google.com/google-ads/answer/2375373?hl=en>
 - <https://support.google.com/google-ads/answer/6311?sijd=3908950047855409747-NA>
 - <https://support.google.com/google-ads/answer/1722025?sijd=3908950047855409747-NA>
- Bing Ads: <https://bingads.microsoft.com>
 - <https://help.ads.microsoft.com/apex/index/3/en/52026/>
- Facebook/Instagram Ads: <https://www.facebook.com/business/ads>
 - <https://www.facebook.com/business/help/716180208457684>
- Youtube ads: <https://www.youtube.com/yt/advertise>
 - Note, Youtube is part of GoogleAds
- TikTok ads: <https://www.tiktok.com/business/en-US>
- Amazon Stores: <https://advertising.amazon.com/products/sponsored-products>
- SEM RUSH (optional): <https://www.semrush.com/prices>

OTHER CLARIFICATIONS

Limitation of Liability; Fees Not Contingent; Estimates Not Binding; No Guarantee

Unless otherwise specifically agreed in writing, my fees are not contingent upon any specific outcome, nor completion of a project, nor the success of a campaign, nor the outcome of that campaign in respect to return on investment. Unless otherwise expressly agreed in writing, OUR estimates and budgets are not intended to be binding making them subject to VOLATILITY REQUIREMENTS, and therefore do not limit billable labor. THE AGENCY, its DEVELOPERS and TEAM may express my opinions, views or beliefs concerning various matters. Any such statements are intended to be an expression of opinions, views and beliefs only, and should not be construed by you as a guarantee of any type.

“ASAP” - As soon as possible

This phrase means that tasks will be completed at the first availability, within the allotted turn time or faster, based on severity. In this case I use a method similar to TRIAGE (used to assess medical emergencies) to determine by my own discretion what that priority will be or what the severity is. For example: If a client has a *reasonable* emergency (such as a crashed eCommerce website or a hacked website with customer data loss) I will support that problem immediately and resolve the situation *before finishing any other work* including work that another client may have scheduled ahead of time. Although my method of prioritizing projects is indeed based on “first come first serve” basis there are ambiguous situations that arise where I must make a “damage assessment” and decide to change the order of priority - whereas “damage” refers usually to the direct loss of income but may also be abstract (such as a crashed website during a trade show - a top priority). Abuse of the “emergency request” is grounds for termination - manufacturing a crisis, falsifying information or misleading me about the severity of a situation will result in cancellation of my services. ASAP requests are reserved for clients on ACTIVE DEV projects first. Retainer/Tab projects second and are based on seniority.

“Rush Delivery”, Emergency/Urgent Support Requests and ‘Cutting in line’

You can ask to “cut in line”. Requesting a rush delivery will involve a fee based my assessment of how *reasonable* the request is based on a variety of factors such as (but not limited to):

- Existing workload
- Ethics of allowing another client to “cut in line”
- Capacity, existing workload, the severity of the problem, type of project and seniority.

A rush delivery fee is not refundable and a portion of that fee may be used to create an incentive for another Client to “trade places” with you in the development line. In these situations the client who loses their place in line will be given a discount, or, a monetary payment. If you have paid a rush delivery fee (or a “Priority Service Fee”) your place in line will take priority. If you are the client losing their place in line and have not paid a “Priority Service Fee” you can not refuse the discount or payment, however, you may cancel your project without penalty. Payment and rush deliveries are not contingent based on deadlines. If a deadline is requested and missed the rush delivery fee is not altered.

“Deadline Bonus” - Deadlines and Contingencies

Payment for labor is never contingent based on a deadline. You may however request a deadline and if I accept the deadline then a bonus structure is proposed, if you accept the bonus and I complete the work before the requested deadline then the bonus is invoiced. If I do not meet the deadline there is no change to existing tab or invoiceable labor, however, you may request to cancel the project without penalty if I miss the accepted deadline. It is at my sole discretion that any labor is waived if I miss a deadline.

Peer Reviews; Public/Private forum Posts; Outsourcing

Other developers, freelancers, as well as my peers or professional associates may be retained by me as needed and as per my discretion in order to execute tasks, consult, complete projects as needed or as part of Peer Reviews. Access to any sensitive information such as Client Logins, Servers nor Emails will not be given to my associates *without your express permission* and prior notification. If I feel I need to pull in a specialist or one of my team to accomplish a task you will be notified. I however may consult with my peers and other developers on forums such as StackOverflow about certain problems. If I do, you may not be notified as long as no private information about you (nor your clients) will be disclosed in either a public/private forum. Private information includes anything that is identifiable (such as name, domain, login ect) but does not include CMS system, plugins, Server type, code language or OpenSource code samples, ect...

“On Call 24x7”

This phrase means that you may call me directly by phone 24x7, any day, any time. This is not a guarantee that every call will be answered immediately owing to the ephemeral nature of human limitations such as unexpected events, acts of God, eating, sleeping, driving, travel or being on call with other clients in a live session. As a client you are allowed to call on Weekends, Holidays and after hours. If the retainer is canceled, past due or not active - this 24x7 privilege is revoked.

- *The “best time to email” is when you can wait 3-5 days.*
- *The “best time to call” is when you want something done now or need live support.*
- *The “best time to send a text” is when you want something done within 24-48 hours*
- *Social Media (such as Facebook) is not an appropriate PM system for work requests.*
- *Standard turn time is 7-10 days - the 24x7 on-call feature is not a guarantee of turn time.*

YOU ARE NOTIFIED AND UNDERSTAND:	
<p>Unless otherwise stated in your contract:</p> <ul style="list-style-type: none"> ● Default TOS for ACTIVE DEV projects <ul style="list-style-type: none"> ○ 100% of your automatic payment goes toward <u>planned new work</u> ○ The full tab is due at the end of every month. ● Default TOS for For TAB & RETAINER projects <ul style="list-style-type: none"> ○ 100% your payment goes toward the <u>past due balance</u> on the tab. ○ Callable labor is 33% of the total tab (while the tab is below 60% of the total). ○ The tab limit is 10x the monthly payment, it is designed to be paid in full by 10-12 months. 	

COPYRIGHT AND SOFTWARE

Any software not built by the developer including applications, mobile apps and web based software is considered to be AS IS and the developer can not be held liable for any losses, direct or indirectly by using, modifying, enhancing, decompiling or editing such software.

General Software and application development policy

Decompilation of software, where legal, will be billed as labor at a standard hourly rate. In the event that the CLIENT requests an illegal decompilation of closed source software for reverse engineering, modification or otherwise the developer is released from any liability. Purposely misleading US, the AGENCY our DEVELOPERS or TEAM about software you wish to decompile or requesting an illegal decompilation is grounds for immediate termination.

Ownership and Licenses:

The DEFAULT for any and all software (other than software the developer already has acquired), license and keys, including API keys and stock assets is for the CLIENT to own and pay for such fees. In some cases it may be decided at my discretion that WE will purchase additional software to complete a fix - otherwise any additional software license, program or key that is needed to complete a project is assumed to be the CLIENT's responsibility to cover all/any costs, including the acquisition and payment of software licensing fees.

YOU ARE NOTIFIED AND UNDERSTAND:	
Decompilation of software, where LEGAL is billable labor. OPEN SOURCE software can not be COPYRIGHTED. STOCK assets can not be COPYRIGHTED and may have additional license fees for broadcast.	

PROJECT SCOPE

Scope of Work

The scope of work expected for your project is listed on the Engagement Parameters page of your estimate or quote, if any. The scope of work may be static or dynamic. In the event that tasks are added to your project that are outside the listed scope of work the developer retains the right to request additional compensation.

STATIC: the contract is fixed, only the work listed will be completed.

DYNAMIC: the contract allows for work that is IN SCOPE but may not be listed to be ordered or completed.

Approved parties

Any person(s) approved by your organization to be involved in the project at any capacity is listed on the Engagement Parameters page of your estimate or quote under the heading "Approved Parties." You may add additional parties to this list by written approval. In some cases complex permissions and hierarchy may be applicable to your project or organization and if so they will be detailed here if relevant.

Special terms or considerations

If there are any special TOS, terms or considerations for your project outside the details of these terms of service they may appear here on the Engagement Parameters page of your estimate or quote under the heading "Special terms or considerations." The special terms and conditions take precedence over these standard TOS.

YOU ARE NOTIFIED AND UNDERSTAND:	
The SCOPE of work listed within the primary contract is a limitation. You, the CLIENT can increase the limitation by approving an increase to the retainer or requesting a separate invoice. Only the APPROVED PARTIES can request billable labor.	

RESPONSIVE DESIGN DISCLOSURE

New devices as well as old devices have so many variations that the developer can not be expected to build systems that are 100% compatible with all hardware. In all cases responsive design and development for screens is considered invoiceable labor, there are no screen sizes that are assumed to be “automatically covered and included.”

- Default devices we will test for are Desktop, Laptop, and Mobile Medium (unless others specifically requested).

New computer operating systems, variations, versions as well as old software have so many variations that the developer can not be expected to build systems that are 100% compatible with all Browsers and Operating Systems (OSs). In all cases, browser compliance and developing for OSs is considered invoiceable labor, there are no OSs nor devices that are assumed to be “automatically covered and included.”

- The default browser and OS that WE use for development is Google Chrome on PC.

Understanding the landscape of responsive design is key: there are over 20,000+ real devices, making it illogical to design specifically for every device. The solution to this problem is called “Responsive Design” using CSS3 bracketing which means:

1. FIRST: we attempt to boil the sizes down to a limited manageable set and deliver good UI (user interface)
 - a. to reasonably adjust font sizes, images and scale to cover most devices
2. SECOND: after tracking shows us which devices our customers use (over the course of a few months to even years) we then target very specific devices to ensure a good UX (user experience)

Here is a non-exhaustive list of bracketing:

- DESKTOP 4k :: 2560px wide **[covered and tested by default]**
- LAPTOP L (large) :: 1440px wide *[optional]*
- LAPTOP :: 1024px wide **[covered and tested by default]**
- TABLET :: 768px wide *[optional]*
- MOBILE L (large) :: 425px wide *[optional]*
- MOBILE M (medium) :: 375px wide **[covered and tested by default]**
- MOBILE S (small) :: 320px wide *[optional]*

The OPTIONAL items often will work/look fine in many cases. There **are situations which arise** where OPTIONAL items need special attention and additional labor. There are also 100s of devices with “in-between” sizes that can (or must be) be targeted separately. (for example E-INK readers or Android Devices with uncommon screen sizes)

To demonstrate an uncommon real world example:

- If your website is targeted at Elderly Americans who tend to use a very specific device
 - Let's assume older iPhones that are under 374px or smaller
- And those users tend to increase the font size on their devices
 - Let's assume to 200% or more
- We now have a *very specific* responsive design project that falls far outside the scope of DEFAULT coverage

To demonstrate a common real world example:

- Your website is targeted at the general middle class public
 - Let's assume they will have devices that are new to 2 years old with screens at least 425px wide
 - Let's also assume they also have a midsize or even large Laptop
 - Let's assume they tend to use the defaults (100% to 115% font size settings)
- We now have a classic DEFAULT coverage case
 - Later, after collecting analytics about what devices are being used we discover additional sizes to optimize for.
 - Patches and updates are needed (which becomes additional labor)
- Later, Apple releases a new iPhone with a bigger screen
 - Again, patches and updates are needed (which becomes additional labor)

The following SaaS systems are suggested and available as an upcharge to handle device and browser testing.

- <https://crossbrowsertesting.com/>
- <https://www.browserstack.com/>

YOU ARE NOTIFIED AND UNDERSTAND:	
Additional responsive design testing is not included for free beyond Desktop, Laptop, and Mobile Medium unless specifically listed in your contract as part of LTS (long term stable) enhancements or improvements.	

ADA COMPLIANCE

The ADA Standards for Accessible Design (with the Title II and Title III regulations) codify into LAW what is required for a building or facility to be physically accessible to people with disabilities.

- A full review of these standards can be found using the links below:
 - <https://www.ada.gov/law-and-regs/design-standards/>
 - Note that such laws start with accessibility for buildings with regard to architecture.

ADA compliance also extends to the internet.

Guidance on Web Accessibility and the ADA describes how state and local governments and businesses open to the public can make sure that their websites are accessible to people with disabilities as required by the Americans with Disabilities Act (ADA).

<https://www.ada.gov/resources/web-guidance/>

- Inaccessible web content means that people with disabilities are denied equal access to information.
- An inaccessible website can exclude people just as much as steps at an entrance to a physical location.

Here is when the ADA Requires Web Content to be Accessible:

- The Americans with Disabilities Act applies to
 - state and local governments (Title II)
 - and businesses that are open to the public (Title III).
- <https://www.ada.gov/resources/web-guidance/#how-to-make-web-content-accessible-to-people-with-disabilities>
- <https://www.ada.gov/resources/2024-03-08-web-rule/>

Here is what this means for your project:

Because of WCAG standards there are very specific rules that must be followed when it comes to content on a website. This literally means designing or redesigning the website in such a way as disabled people can use it (blind people with a screen reader for example). As a direct result of this sacrifices or compromises with very specific design requests may have to be made. (For example: color contrast on text, buttons or links.)

To demonstrate just one such example:

- Presume your brand calls for gray text on a white background to create a subtle wash out effect...
- If we follow WCAG 2.2 standards we may FAIL unless the contrast ratio is high enough.
- WCAG tells us:
 - *Implementing color contrast ratios sufficient for low vision users to clearly distinguish text from backgrounds. Also avoiding combinations that can be imperceptible for users who are color blind.*
- This literally means we must then change the color of the text to comply
- Which may destroy the subtle branding nuance, look and feel.

The Web Content Accessibility Guidelines (WCAG), developed by the international web standards group, the W3C, stand as the de facto standard for digital accessibility. There are SEVERAL standards - the standard we will follow for the web (if applicable to your project) is WCAG 2.2:

- <https://www.accessibility.works/blog/wcag-2-2-guide/>
- Use the link above for a full list of details.

YOU ARE NOTIFIED AND UNDERSTAND:	
You may indeed order a website that is NOT ADA COMPLIANT, and you may indeed request that the labor or tactics are NOT DONE to save on costs or because you desire a specific 'look and feel' that meets your ideal branding criteria. If you WAIVE the labor you are AT RISK for lawsuit if your business is OPEN TO THE GENERAL PUBLIC.	
NO - I WAIVE ADA COMPLIANCE LABOR	
<input type="checkbox"/>	Select this box if you wish to WAIVE all/any ADA COMPLIANCE labor because you do not want it or because you have another team, app or process in place and planned.
YES - PERFORM LABOR RELATED TO ADA COMPLIANCE	
<input type="checkbox"/>	Select this box if you want US to perform labor related to ADA compliance and therefore also need us to CONSULT on how this will affect the final design, look and feel for your project.
ADA compliance may or may not be a requirement of your website. It is the sole responsibility of the client to pay for any additional programming related to ADA compliance. ADA compliance is not automatically included in the cost of a website, it is additional labor and highly variable based on the number of pages and WCAG standards needed.	

EDITS, CHANGES, ALTERATIONS, PROOFING, COPYWRITING & 'TEXT ON SCREEN'

It is your responsibility as a client to write your own copy, proof it and spell check it.

In the event that WE provide any copywriting, text creative or text on screen (either as a courtesy or as a service) it is still your responsibility as a client to proof and spell check the content. We are not responsible for the accuracy of the information provided within text content on a website. Although we may make suggestions based on commonly known rules and regulations (such as obvious laws or FDA rules) it is still YOUR responsibility as a client to have the content proofread by a Lawyer or appropriate professional who is sufficiently qualified to make judgements about your content or industry.

All of the following are labor and therefore considered billable

- Changes to copy
 - Including simple text edits and misspellings
 - Including copy you write as a client
 - Including copy the developer writes
 - Including items as minimal as 1 comma or a missing period, omissions or grammar related changes.
- Changes to images
 - Including replacements of images and simple size changes
 - Including compression, optimization and dimensions
- Changes to colors
 - Including replacements of RGB, RGBA, CMYK, HEX and PANTONE colors
 - Including gradients, graphics and web based changes
 - Including print based changes
- Changes to typography
 - Including padding, margin, leading, spacing, height, hyphenation and font-size
 - Including installing font files, OTF, TTF and/or font licensing
- Changes to features
 - Including debugging, adding or changing any feature

It is therefore in your best interest prior to PUBLICATION, PRINT or LAUNCH to collect all revisions into 1 single document and checklist to allow the optimal amount of time to be spent on revisions.

The procedure for revisions is as follows:

1. Document the revision on your end using whatever notes or system you prefer!
 - a. Complete your revision list, including text, images, features, etc.
2. Schedule a LIVE SESSION meeting to review your list with the developer.
 - a. The developer will make notes on what is to change and how best to submit your revision.

The following are not acceptable change requests:

- **Social Media is never an appropriate platform for revisions and development**
 - Do not send Facebook, X, LinkedIn or other PM Messages for revisions.
- **Do not send text messages with revision requests**
 - Explanation:
 - Text messages can be ambiguous, if you send a request for a change by text message it may be clear to you what you want done, but unclear to the recipient.
 - Text messages make it harder to accomplish your revision than needed.

YOU ARE NOTIFIED AND UNDERSTAND:	
<p>The correct way to handle text copy revisions is to put US in a position where we COPY an entire sentence or paragraph the Client has written - exactly as you have written it - to then simply PASTE it into the code/software/application.</p> <p>This is because within applications, websites and software text copy can be difficult to find and edit. Similar concepts apply to images, fonts, colors and other revisions. What may seem simple and clear to you as a user can be difficult to edit without context. The solution in all cases is: to schedule a screen share session.</p> <p>Any revisions not delivered as accessible text may increase billing or delay project delivery dates.</p>	

ACCESS AND SECURITY

Disclaimer of Access, Protection of Personal Information, Accounts and Financial Information

Do not send Credit Card info, banking information, routing numbers nor any direct passwords to your personal accounts. In all cases we will establish ways to access you and your customer's accounts using appropriate levels of access and account delegation. This means that you should not send US direct access to your personal accounts and passwords. The following methods should be used instead:

- Delegated access: such as using "invitations" to manage accounts
- Developer additions: such as adding my Developer ID, Google MCC ID, email or account ID
- Team assignment: such as SaaS systems where WE can be added as a team member (AtTask, Asana, etc.)
- Temporary "Seat accounts": where as we create a company email that is to be used for operations.

WE will refuse any access WE deem to be inappropriate and if WE feel access has been sent to US that WE should not have WE will advise you to change your passwords. In all cases, do NOT send passwords by email, text, or otherwise. If you send US such access either accidentally or on purpose WE are to be forever released from all and any liability, suspicion or blame from that access being lost, abused or stolen as it is your responsibility to protect your personal, banking, financial, client and customer data.

Cybersecurity Insurance

We strongly advise you to acquire your own cybersecurity insurance. There is no shortage in online scamming and hacking attacks. It is in your best interest to protect your company, your employees, customers and data by putting a cybersecurity insurance plan in place. There are limitations to the liability of website software, hosting and servers that strictly limit their culpability in a cyber-attack.

HACKING AND CYBER ATTACKS

There are some attacks that are ILLEGAL. In the event that an ILLEGAL breach of your customer data happens we suggest contacting the I3C - The Internet Crime Complaint Center, is the Nation's central hub for reporting cyber crime. It is run by the FBI <https://www.ic3.gov/Home/ComplaintChoice/>

There are some attacks that are NOT PREVENTABLE. For example, an "Email Bomb" or a DDoS in many circumstances can not be stopped, the email address or website that was attacked must be abandoned (temporarily or permanently) or, simply wait for the attacker/hacker to run out of money or patience. In such cases the I3C can be contacted, but just like a real world "bomb" once it has gone off the damage is done.

There are some attacks that are NOT NECESSARILY ILLEGAL. For example, if a catfisher/spear-phisher "tricks" their target into willingly sending money or access to the hacker it can be hard to argue in a court of law that this was WIRE fraud, furthermore, if the attacker is in another country it can be even more difficult to bring about any sense of justice or remediation.

For these reasons you are advised to NOT CLICK on ANY link sent to you by EMAIL, PM, DM, SMS or any messaging system without first carefully vetting the source. Many Phishing scams are clever, so much so that the attacker will perform a 2FA on your own account, then call you and act like they are a representative from that company and ask you to read the 2FA code to them, giving them access to your account. Some Phishing scams are simple, the attacker puts the META logo or the GOOGLE logo in their profile and then sends you a message that your AD account is suspended, pretending to BE the official support department for the corporation. In more sophisticated cases the hackers may have overly elaborate ENTIRE COUNTERFIT WEBSITES that look just like the real thing, but when you log in your password has just be sent to a hacker.

For details and more information please familiarize yourself with this list from the FBI:

<https://www.fbi.gov/how-we-can-help-you/scams-and-safety/common-scams-and-crimes/spoofing-and-phishing>

YOU ARE NOTIFIED AND UNDERSTAND:	
<p>You, the CLIENT, are responsible for protecting your Credit Card and Financial information. There is NO SCENARIO where WE will ever ask for your financial information.</p> <p>During Screen Share sessions you, the CLIENT, are advised to stop sharing your screen if financial or sensitive information will be on display. This policy is not in place to protect you from US, but rather to protect you from THIRD PARTIES, hackers or infiltrators who may gain access to internet streams without our knowledge.</p> <p>You, the CLIENT, understand it is your responsibility to acquire cybersecurity insurance above and beyond hosting.</p> <p>You, the CLIENT, understand that NOT ALL CYBER ATTACKS can be prevented, similar to natural disasters, 'acts-of-god' and terrorist attacks. There are also some types of attacks are NOT ILLEGAL therefore Corporations, State and Federal authorities may do nothing in such cases.</p> <p>You, the CLIENT, understand that it is YOUR responsibility to be skeptical of PHISHING attacks, and have been advised on a list of common attacks, feel confident you can avoid them and have an internal company policy for cybersecurity with regard to passwords, password resets, 2FA and authenticator apps.</p>	

BILLABLE LABOR

“Requirements Volatility” and Billable Labor

The result of changes in technology, changes to a project and when a Client changes their mind are the core tenets of “Requirements Volatility.” These are changes in requirements even after a basic set of tasks has been agreed to by both client and the developer and changes to the changes end up being needed for reasons we did not (or could not) anticipate.

Taxonomy of requirements change consists of three components: Change Type, Reason, and Source. Changes in requirements are simply any “additions, deletions or modifications” that alter how a system looks or works.

- Requirements volatility cannot be avoided - projects should be expected to change.
 - No change is a guarantee of permanent fix to any problem.
 - Any change can result in a new problem.
 - Every new problem can not be anticipated.
 - Every problem that can be anticipated may not be anticipated.
 - Some problems can not be reasonably predicted.
- Therefore:
 - **All tasks start as invoiceable labor.**
 - All revisions are invoiceable labor
 - All text copy changes are invoiceable labor
 - All image changes are invoiceable labor
 - All bug tracking is invoiceable labor
 - All patches, fixes, alternations, modifications are invoiceable labor
 - Some tasks are waived as a courtesy at the sole discretion of the developer.
 - **Items WE usually choose to waive as a professional courtesy:**
 - *Text messages* - 1min - documented (constantly waived)
 - *Emails* - 1-10min - documented (constantly waived)
 - *Phone calls* - 1-15 min - documented (usually waived unless development is done)
 - *Research* - Always waived (unless WE need to support a bug)
 - *Reports and Screencasts* - Usually waived (unless training, development or a solution was provided)
 - Nothing is “covered for free and assumed to be working” automatically unless specified, including:
 - Browser and device checking - responsive design, releases, vulnerabilities & patches
 - **Items WE rarely, if ever, will waive:**
 - Actual time spent writing code; rewrites, revisions and enhancements
 - Actual time spent in person, on location or in travel to a location.
 - Live sessions where changes are made to code, settings or debugging
 - *Very specific* advice, instruction or consulting by text email or phone call
 - Our decision to waive a task is based on if it is considered to be Consulting, Billable or Skilled Labor.
- Rush Delivery and ASAP turn times
 - See section: [OTHER CLARIFICATIONS, page 1] for details.
 - Standard Turn time is as follows:
 - 3-5 days for Email
 - 24-48 hours for text message
 - 7-10 days on any development request
 - Live screen share sessions require an appointment.
 - ANY request for service to be completed ASAP is a RUSH delivery
 - Clients may continue to place rush delivery requests provided the fee is paid
- SEM ONLY - Bonus structures
 - For rush delivery and SEM related management See section: [GENERAL SEM PRICING, page 11]
 - When any monthly AD budget exceeds \$9,999.99 (10k), a 5% to 7% bonus fee is imposed.
 - For SEM clients who spend a minimum of \$1000 per day in SEM platforms all Rush Delivery Fees are waived in favor of the bonus structure but only in regards to tasks directly related to SEM campaign management labor such as: Landing page issues, AD account suspensions or Campaign Management.

YOU ARE NOTIFIED AND UNDERSTAND:	
<p>For Retainer based projects IN SCOPE items are added to a TAB for you, the CLIENT. This tab acts as a LINE OF CREDIT. Retainer payments are payments on a PAST TAB BALANCE are are NOT 'payment in full' for labor.</p> <p>This means if you cancel your project there may be a TAB that is due.</p>	

HOSTING DISCLAIMER

Any hosting the developer suggests is subject to scrutiny and is to be considered a professional opinion. THE AGENCY, its DEVELOPERS or TEAM do not receive any financial compensation from hosting companies nor kickbacks for suggesting a specific hosting company **OTHER than what is disclosed below**. WE feel it can be a conflict of interest to receive monetary compensation from hosting companies, therefore WE suggest hosting based on what WE feel is in the best interest of my clients.

Not all hosting companies have the best interests of their customers or their end users in mind. All hosting companies are vulnerable in some way to internal theft or data breaches, hacking, downtime and failure of hardware/software. WE will reasonably support hosting including setup, negotiation of rates, improvements, maintenance and support tickets.

- WE may receive Discounts from the WPENGINE Agency partner program and GodaddyPRO.
 - When you use a link that WE send via WPENGINE and GodaddyPRO WE may receive coupons or a commission.
- OUR professional opinion on hosting companies is as follows:
 - GoDaddy -
 - Good for domain names and DNS management
 - Good for cheap, low cost or unreliable hosting
 - Not appropriate for professional Magento eCommerce
 - Not appropriate for websites that require 99% uptime or PCI compliance
 - WpEngine -
 - Appropriate Top quality host for WORDPRESS
 - Very specific system, finely tuned for WordPress
 - Does not allow other systems to be installed
 - Nexcess -
 - Good for eCommerce Hosting
 - Appropriate Top quality host for MAGENTO 1 and 2
 - Good for PCI compliance
 - Amazon AWS -
 - Completely blank system
 - Never appropriate for anything unless we install the required software and components to make it fit for a particular use.
 - **Low quality hosts:**
 - The following are in my opinion "low quality hobby hosting" and as such are of only limited value to clients and customers. They can be used with limited success but in every case there is always a better provider to consider.
 - The only time WE would suggest these companies be used for *hosting* is when budget limitations demand it or if your website is not important to you.
 - GoDaddy, Bluehost, ASmallOrange, HostGator
- **Payment Gateways**
 - **AVOID** the following companies if possible, there are problems with these services and in my opinion there are far better choices:
 - Authorize.net
 - 2Checkout
 - **SUGGESTED** Payment Processing Gateways:
 - Paypal
 - BrainTree
 - **Questionable**, but may be needed for international payments
 - Payza
 - Mollie
 - Pagseguro
 - The following methods REQUIRE PCI COMPLIANCE, if you use these payment systems without a PCI compliant system and server you are breaking federal law
 - Bank Transfers or Wires that process online from your Server
 - Direct Credit Card processing and storage of numbers on your Server

YOU ARE NOTIFIED AND UNDERSTAND:

In all cases it is the CLIENT's responsibility to provide their own security measures in any aspect of development and data transfer. This includes the securing of data as it is delivered to the Developer and security standards when dealing with the public such as PCI compliance where required by law.

As a client, you are advised to seek professional or independent security and legal advice when dealing with any payments made online or any situation where personal sensitive data owned by or related to you, your customer, your clients or the general public is involved including but not limited to: Source Code, Medical Records, eCommerce Transactions and the delivery of or access to any such DATA.

PROJECT SPECIFICATION PHASES, ESTIMATES AND QUOTES

SPEC - Light SPEC and No SPEC

A SPEC is a project specification phase. It is a blueprint for the software that will be built. This is a standardized document proposal for a SPEC (project specification phase). The purpose of a SPEC is to define project deliverables as specifically related to development in order to satisfy the following development practices:

- Development Planning
 - The “blueprint” of your project is defined prior to developing the multimedia to ensure accuracy.
- Multimedia Definition
 - The scope of the project is defined to ensure deliverables are completed and function as expected.
- Technical Execution
 - The standards, software, and systems are well defined to expose any potential problems, bugs, or oversights to prevent them from halting development.
- Deliverable Assets
 - A quote can be produced with clear and concise goals.
- A SPEC helps to produce a quote which is expected to change less than 10%
 - Provided the functional requirements remain unchanged
- A SPEC is not a guarantee of a final product nor price
- A SPEC does not qualify software for fitness of a particular use
- A SPEC can not reasonably anticipate all possible outcomes
- A SPEC can be invalidated by any request outside the projected costs in the SPEC
- A SPEC can be invalidated by changes in technology
- Without a FULL SPEC only an estimate can be produced
- Estimates can be expected to vary wildly (30%-200%) in their final cost

A FULL SPEC generally consists of the following:

- Consult and BPE - business process engineering
 - Initial meeting
 - FL (Feature list)
 - Produce and refine the final feature list
- SSDAM (Structured systems analysis and design method map)
 - Produce a graphical representation of a waterfall method for the analysis and design of information systems.
- UML- SM (Unified modeling language and/or Sitemap)
 - Produce a Mindmeister Sitemap with notes to satisfy the FL and SSDAM.
- GANTT (terminal elements and summary elements of project)
 - Produce a list of the terminal elements and summary elements which will comprise the work breakdown structure of the project based on ‘days’.
- QUOTE (a detailed final price and bottom line)
 - Produce a final quote or final agreed price which will allow us to enter into a ‘Development Contract.’
- Based on initial findings and as a precursor to a robust project development phase or an AGILE development phase the developer will explore and test the following:
 - Find the best methods for project completion
 - Test/research a list of plugins
 - Determine best methods to satisfy project
 - Testing requirements include:
 - Feature list testing
 - Implementation testing
 - Compatibility
 - On completion we will know how best to build toward your access point/points or complete your project.
 - Build a micro version of project or provide any required ‘Proof of concepts’
 - Research alternatives

You may WAIVE the SPEC - In the event you choose to waive a project specification phase it is assumed that no items are automatically included and all tasks, enhancements or features are to be coded at an hourly rate. In the event the client deviates from the original SPEC into an AGILE project or any project which is not covered in the SPEC that specification is invalidated and the project automatically converts into an AGILE development tasklist.

YOU ARE NOTIFIED AND UNDERSTAND:	
NO - I WAIVE THE PROJECT SPEC TO SAVE MONEY AND TIME AND I ACCEPT THE RISK.	
<input type="checkbox"/>	Waiving a specification phase means that the project budget may far exceed any original estimates - or may be far less than the estimate but could lack critical features.
YES - I WANT A SPEC BUILT TO ENSURE QUALITY AND ACCEPT THE INCREASE IN TIME.	
<input type="checkbox"/>	Including a Project Specification Phase may slow down the project but it will ensure that the quote and final product are more accurate.

OTHER STATEMENTS AND DISCLOSURES

eCommerce - Click and Mortar operations

eCommerce systems have high Volatility requirements because of the rate at which the web, software, and hardware changes. The following assumptions are in place for any eCommerce system:

- In order to store certain sensitive financial data on your servers, PCI compliance may be required by law.
- You, the Client, are solely responsible for securing the data of the customers who interact with information, submit their information, or create transactions using your website.
- Your business model may need to change in order to realize a profit with regard to but not limited to the following:
 - Logistics and fulfillment
 - General Business process
 - Bulk, Resale, Wholesale or Affiliate deals
 - 3rd party systems such as Amazon or eBay
- No representations are claimed with regard to profitability or ROI - return on investment.
- It is possible to lose money on an eCommerce system due to a variety of factors including but not limited to:
 - 3rd parties such as Amazon, eBay and Bulk, Resale, Wholesale or Affiliate systems
 - Hacking, theft and digital vandalism, Legal fees and Downtime
 - Over development of non-critical features or systems
 - Under development of critical features
- You may be advised to hire specialists in very specific areas of eCommerce integrations for the following reasons:
 - WE are not certified in PCI compliance, Apple XCODE, Adobe Marketing Suite, GoogleAdwords, TradeDesk, Magento nor any Microsoft Product and no representations nor claims have been made or implied about such certifications.
 - WE *may* employ contractors or team members who ARE individually certified in such areas which will be clearly disclosed to you in writing and only *if relevant* in your contract.

Privacy, Security and GDPR - General Data Protection Regulation

Depending on where the users of any website are located there are federal, local and regional laws to consider with regard to the data that is collected about users. The following assumptions and disclosures are stated:

- Privacy Policies
 - It is the responsibility of the client to define a privacy policy that conforms to the laws that regulate the areas served by the client or the customers that visit the website.
- TOS - Terms of Service
 - It is the responsibility of the client to define TOS. Any website that provides content, services or products to an end user, whether digital, consumable or informational will be best served with terms of service.
- GDPR
 - The General Data Protection Regulation 2016/679 is a regulation in EU law on data protection and privacy for all individual citizens of the European Union and the European Economic Area. It also addresses the transfer of personal data outside the EU and EEA areas
 - It is the responsibility of the client to follow GDPR and the result of compliance may result in extensive changes to the website system to make it conform to GDPR requests.
- Security
 - No website system is properly secured "out of the box."
 - Servers, CMS systems, and SaaS systems may have any number of vulnerabilities.
 - Not all vulnerabilities can be anticipated or addressed.
 - It is the sole responsibility of the client to secure the website, database, CMS and server.
- HIPAA
 - If your business requires HIPAA compliance there are very specific standards for privacy that must be follows
 - It is the sole responsibility of the client to do the proper due diligence on HIPAA compliant systems as well as the rules and regulations that apply to customer data in such scenarios. .

<p>YOU ARE NOTIFIED AND UNDERSTAND:</p> <ul style="list-style-type: none"> • UNLESS a TEAM member is otherwise listed in your contract as a "certified" contractor: • WE are/do not: <ul style="list-style-type: none"> ○ Offer Legal Advice, it is the sole responsibility of the CLIENT to seek professional legal advice. ○ Cyber Security consultants. ○ Tax/Financial Advisors. • Any advice or consultation received by the client on these topics as provided by US is to be considered an opinion. • You, the Client, are advised to seek professional consultation on these topics as needed including but not limited to hiring a Lawyer, hiring a PCI compliance security expert or CPA. 	
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PREMADE THEMES AND TEMPLATE DISCLOSURE

Any software WE have not built from the ground up (such as Open Source CMS systems like WordPress, Joomla, Magento or Umbraco) do not have a warranty and are not accompanied by a “guarantee of fitness for a particular use” clause. Such software is considered to be “as is” - therefore WE and our DEVELOPERS can not be held liable for any losses (direct or indirectly) by using, modifying, enhancing, decompiling or editing such software.

There is no warranty and no guarantee of fitness of use for websites that have been built using assets from the following companies or stock template providers, **including but not limited to:**

- <https://www.templatemonster.com>
- <https://theforest.net/> - (or any product from the ENVATO marketplace)
- <https://www.wix.com>
- <https://flothemes.com>
- <https://www.elegantthemes.com>
- <https://colorlib.com>
- <https://themify.me/>
- <https://themler.io>
- <https://elementor.com/pro/> AKA: ELEMENTOR
- <https://www.elegantthemes.com/gallery/divi/> AKA: DIVI
- Any other drag and drop theme builder or “visual builder” system

“No Lemon Law Clause”; Caveat Emptor - “theme buyer beware”

Because the nature of “ready made themes” is one of **pure profit for the theme author**, the quality of such systems is never in any way guaranteed by US. The stock themes that are available online for 1/100th of the actual cost of building a website are **in no way** considered by US to be fit for any use other than to “look like they work”.

The core purpose of premade themes is an attempt to save money by avoiding the cost of custom development. This practice can work ‘in theory’ but often results in limitations which may prevent custom features from working. In some cases the themes can completely prevent us and our developers from modifying or correcting things as simple as font-sizes to more problematic issues such as preventing us from using standard functions in code that should work, but do not because of how the theme was built. **This is especially important to understand if you need ADA compliance.**

Whether these theme limitations are intentional (by the theme author as a cash grab) or simply honest mistakes **is an industry wide debate**. This remains irrelevant in the face of the core issue: *using a theme may appear to save time at first, but can come with very difficult or expensive problems that limit your ability to conduct business online in your preferred way.*

As a client you are allowed to request WE work on such systems, debug them, fix them, patch and enhance them provided the following concepts are understood and agreed to:

- SEO/SEM compliance, Responsive Design and Browser compatibility can not usually reach professional maximus on pre-built themes
- Modifying or customizing such themes may invalidate future theme updates and cause additional billing to rewrite patches/customizations
- Because WE did not build these themes WE can not be held responsible for failures, including failures of enhancements.
 - We will do our best to support, debug, patch and fix problems that arise.
- There may be a monetary loss to you directly, or your clients, who must absorb the cost of labor only to realize they remain “broken”
 - There is no “Lemon Law” for themes - a 3rd party theme author cannot be sued for selling a broken or junk theme.
- It is our opinion that the ‘desire and attraction of saving money by using a theme’ tends to be an illusion that will be paid for in the future either by maintenance, patches, fixes or in some cases loss of income from downtime or disaster.
- Using themes can prevent certain copyrights and at no time do WE make any inference to you as a client that a theme based website can be copyrighted.

YOU ARE NOTIFIED AND UNDERSTAND:	
<p>As a CLIENT you are allowed to request WE work on THEMES: debug, fix, patch, enhance and use them to build out your website without any “guarantee of fitness for a particular use”.</p> <p>Therefore WE can not be held liable for any losses, direct or indirectly by using, modifying, enhancing, decompiling or editing such software. If your project requires ADA compliance there may be limitations or additional labor and costs associated with bringing the theme up to compliance standards.</p>	