All services provided by PCM creative (Caron-Jane Lyon) are subject to the following Terms of Service:

### **Purpose**

This document was created to avoid any misunderstandings between PCM creative and the client.

#### Services

- PCM creative specializes in Social Media and Web 2.0 integrated websites and web page design providing consulting, web strategy writing and coordinating of online presences for artists, creatives, businesses, and non profit making organisations.
- PCM creative also offers tutorial services, assessing and improving clients' I.T.
  proficiency and understanding and the application of the Internet for
  business. The company also provides off line and on line-virtual event
  management services for clients' looking to celebrate a landmark point in
  their business or looking at eco business practice options.

# **Our Responsibilities**

- To complete your work in a timely manner.
- To strive to design your web site to work well in many different web browsers and to ensure compliance with current standards.
- To work promptly with you to correct any web site errors that might be found.
- To give you sufficient notice of price changes, vacation dates, etc.
- To hold all your passwords, usernames, personal and business data with due care. Details will not be passed to 3<sup>rd</sup> parties without your consent.

## **Your Responsibilities**

- Never to ask PCM creative to upload material that is illegal, harmful, offensive or protected by copyright, on your web site.
- To retain a copy of all data provided to PCM creative for your own records and in case a duplicate copy is needed.
- To promptly notify PCM creative of any web site errors found so that they can be corrected.
- To agree to meet 1 months before your current domain name expires and evaluate hosting fees if they are due.

#### **Cancellations**

You have the right to cancel the job at any time. You will be billed for any work carried out prior to the cancellation and will be liable for any incurred costs. (These may include non-refundable deposits for third party involvement; such as booking a venue, catering, transportation or registering a domain name).

### **Hourly Billing**

Hourly work will be billed at PCM's current hourly rate (or other rate agreed upon). You will receive either a detailed, itemized invoice at the end of each month, or at the end of each job, or, at a mutually agreed point in time.

## **Terms of Payment**

An up front payment may be required, before work begins on your web site or any other project. PCM will only start coding once the design brief has been agreed on and the down payment has been received. In the event of extensive research for a brand new website or a request for site content being commissioned, confirmation of engagement or purchase order may be required. After the design brief has been signed off and a price agreed upon, any additional work may accrue an extra charge. Your full payment of invoices must be received within three weeks (21 days) of PCM creative sending you the bill.

If your payment is not received by the due date, PCM creative reserves the right to discontinue it's services to you until payment is received. In the case of websites, this can include taking them offline. Non payment can also result in the loss of a domain name if payment agreement is not made before the domain expires.

Late payments may also incur additional late fees.

Please make cheques payable to PCM creative.

#### **Inappropriate Materials**

PCM creative will not knowingly post inappropriate materials on your web pages. These materials include but are not limited to:

- Illegal material
- Harmful material
- Offensive material

# Credits

Where appropriate, PCM creative reserves the right to place a small amount of text and a hyperlink to each website it produces, maintains or edits. The text will be small in size and will say, "Site created (or maintained or edited) by PCM creative."

### **Errors and Liability**

PCM creative will apply due care and attention to your project and will strive to minimize errors before posting work on the Web. If however, you find an error on your web site, PCM creative will work with you to promptly correct it.

PCM creative does not accept any liability for errors that are beyond it's control. These errors include but are not limited to:

- Spelling or grammatical errors due to errors found in the original document provided by the client.
- Loss of data provided by the client. It is the client's responsibility to retain a copy of such data for their own records.
- Malfunctioning of web sites or other services due to problems with web browsers, client's I.T infrastructure, third party platforms or third party interference.
- Additions, deletions, modifications, or other fraudulent actions by hackers and other third parties.

# **Permissions and Copyrights**

PCM creative will not intentionally violate anyone's copyright. It is your responsibility to obtain permission from copyright owners before copyright materials are posted on your web site.

You are responsible for all material posted on your web site. PCM creative may require you to provide written permission from copyright owners before posting certain material on your web site.

#### **Thank You**

Thank you for reading these Terms of Service. PCM creative looks forward to working with you.