

# Ingenious Business Marketing Terms of Service

This Phased Workflow and Terms of Service are intended to clarify the responsibilities of INGENIOUS BUSINESS MARKETING and its client so that Web Design & Marketing projects can be managed efficiently and effectively for the mutual benefit of all parties involved.

## Phased Workflow

Phase	INGENIOUS BUSINESS MARKETING	Client	Reviews
<b>1. Information Gathering</b>	Verifies that the client has provided all the digital assets and technical data required to complete the Data Gathering phase.	Gathers digital assets and technical data required during build: logo, theme, color scheme, page map, page contents, access data, etc.	None
<b>2. Design (custom only)</b>	Optionally sources or designs images. Designs a mockup of the site.	Reviews the images and mockup. Available to answer questions if required.	2
<b>3. Build</b>	Builds the site and tests it on a desktop version of Firefox.	Reviews the build in Firefox on the desktop. Available to answer questions if required.	2
<b>4. Quality Testing</b>	Tests the site in multiple browsers and devices and fixes the issues identified.	Reviews of the pre-installation site on multiple browsers and device.	1
<b>5. Installation</b>	Uploads site to the client's server and corrects any issues caused by the new server environment. Provides User Turnover Documents.	Does a final review of the site. Completes post-launch survey.	1

## Terms of Service

**Data Gathering Deadlines.** Once the project is paid for, INGENIOUS BUSINESS MARKETING will notify the client that Data Gathering can begin. By default, clients have 14 calendar days to complete Data Gathering, although they can request more time at the beginning of this phase if they think they'll need it. If Data Gathering extends 14 calendar days past the deadline, the client may either extend Data Gathering by up to 30 days by paying a \$350 extension fee. INGENIOUS BUSINESS MARKETING reserves the right to waive any fees and extend data gathering days at no additional cost on a case-by-case evaluation.

**Review Cycles.** Each phase has one or two review cycles, as defined above. Each review cycle contains a review period, during which the client reviews the site and submits revision requests, and a revision period, where INGENIOUS BUSINESS MARKETING revises the site. The planned number of review cycles are sufficient to ensure quality as long as reviewers are disciplined and detailed in their feedback. All revision requests must be submitted by the end of the review period. Revisions will only begin at that point, and INGENIOUS BUSINESS MARKETING will not accept new revision requests until

the end of the next review period. If a client requests an additional review round, the fee for an extra revision is \$350. In addition to this, if the changes requested are outside the scope of the original proposal, the project cost will increase in proportion to the effort involved in making the changes and project deadlines may need to be extended.

**Review Deadlines.** INGENIOUS BUSINESS MARKETING and the client will establish start and end dates for each review cycle at the beginning of the project phase. If a client is not able to finish the review by the end date, the overall project schedule may be extended by the time it has taken for the client to finish the review. If the review cycle extends 30 calendar days past the deadline the client may either (1) extend the review phase by up to 30 days by paying a \$350 extension fee or (2) archive the project. Bringing a project out of the archive will cost \$350 reactivation fee. Additionally, it will enter a new project cue and possibly be assigned to different project and technical staff.

**Change Requests.** Minor changes in data gathered, design, or functionality that are within the original proposal scope and do not involve significant redoing of work already completed, will be done without additional charges if integrated into an upcoming revision cycle. Major changes will be treated as an additional revision round, and the fee for an extra revision round is \$350. In addition to this, if the changes requested are outside the scope of the original proposal, the project cost will increase in proportion to the effort involved in making the changes and project deadlines may need to be extended.

**Sign off.** After the site is installed and is 100% complete, you will have an opportunity to verify that the site is working as defined in the proposal and either report any remaining issues or sign off on the site. The length of this review period varies with the complexity of the site and will be established between the INGENIOUS BUSINESS MARKETING and the client before it begins. If we do not hear from you in this timeframe, we will assume that you have signed off on the site.

Please note that adding functionality, redoing work already signed off on, fixing speed issues related to network configuration, resolving issues caused by changes to the site configuration or the addition of plugins introduced by non-INGENIOUS BUSINESS MARKETING staff after installation, will require additional payment and may cause a delay in the site launch date.

**Tools.** During Data Gathering, configuration data and digital assets will be collected with INGENIOUS BUSINESS MARKETING's Web Design Launch Form. Feedback on images and mock-ups will be provided utilizing DROPBOX and other communication methods.

**SEO:** Behavior such as search engine robots and changes in the ranking algorithms of all major search engines remain out of our control. What we guarantee though is that your website will be optimized in compliance with the latest search engine optimization policies, using only "white hat" techniques, which in combination with our high expertise and hard work will eventually lead to a noticeable increase in rankings and traffic.

**Branding:** All branding packages come with 3 custom designs and 3 rounds of revisions for each design. Extra custom designs and additional rounds of revisions can be purchased for an additional fee. INGENIOUS BUSINESS MARKETING reserves the right to waive any fees on a case by case evaluation.

**CONTENT WRITTING:** All content we provide is unique and professionally written by real life practitioners. Any content that is purchased or part of a marketing package is allowed one revision. Extra content can be purchased, prices vary depending on topic, length, and complexity of issues.

**Directory Listings:** All directory listings on realltimelawyers.com are locked into a yearly contract. Clients have access to customize, upload, and manage their profiles. INGENIOUS BUSINESS MARKETING is not responsible to ensure all content provided is up to date, and accurate. It is the client's responsibility to update and maintain his or her own profile.

**Return Policy:** Please note, that all work is done manually for website design & development, branding, SEO, PPC, directory building, video creation, professional content writing, and software development to ensure best results; INGENIOUS BUSINESS MARKETING does not provide any refunds or money back guarantees. This is a common practice with all professional marketing & software development companies. Directory listings are locked into yearly agreements and are non refundable as well.

**Deposit/Payments:** INGENIOUS BUSINESS MARKETING requires a 20% deposit on all applicable website projects. Monthly payments start 30-days after initial deposit/payment is received. A Late Fee of \$29 or 2% of balance, whichever is higher, will be applied to each missed monthly payment.