



AP Consultants' Terms of Service

All web development, administrative, maintenance, services and other related projects are subject to the following terms and conditions:

Free Consultation

AP Consultants will consult with a prospective client to determine project needs for the preparation of a proposal and presentation. Strategic consultation and project planning will be quoted and scoped accordingly.

All discussions during the first consultation, presentation, and proposals are not considered part of the current web project if not included in the final quotation or the project scope. AP Consultants will provide one (1) free one (1) hour consultation. All other consultations will be part of all current projects and billable at our hourly rate of \$150.00.

Quotations:

Quotations are valid for 10 days and are non-binding. Pricing is subject to change upon the full scope of the project.

WEB DEVELOPMENT:

Project Scope

Prior to the commencement of work, all projects will be scoped and a project outline created based on client specifications. A Project Agreement will be drawn accordingly. Should the scope exceed the initial quotation, AP Consultants will submit a quotation for approval before proceeding. See License Agreement.

Web Project Materials

All materials required for the production of the web project *will be provided by the client.* These include copy, photographs, digital media, and material for logos. Materials will be delivered in electronic format for PC, or additional fees may incur for typing, scanning, and file conversion. Copy provided will be proofread and edited. *AP Consultants is not responsible for proofreading and editing of materials provided by the client.*

If you need to find royalty free images for your project click on the url below:

[Find royalty free stock images for your project](#)

Web Development Payment of Fees:

An initial deposit of 1/3rd of the estimated price is required *before work on the web project begins.* A second payment of 1/3rd of the estimated price's balance is due when approximately 50% of the project has been completed according to the client's original written specifications. The balance of the estimated price and/or any other additional totals is to be paid on completion, according to the client's original written specifications, and *prior to uploading to the hosted space for the specified domain.*

If the total amount of a project is less than \$600, the total amount shall be paid before the project begins.

Additional Fees:

If the quantity of materials delivered by the client exceed the number of agreed upon pages, service scope or if programming differs from the concept in the initial project outline, fees of \$125/hour will apply. Additionally, the client will reimburse AP Consultants for expenses of production not included in the scope. These expenses could include copywriting, digital photography, stock photography, other design elements and changes to script code and accompanying web pages or forms not outlined in the initial project scope. *These fees will be invoiced after the completion of the project.*

Payment:

Clients will receive email invoices. Payment is due on invoicing. Invoices will be submitted once only. Please retain a copy of all invoices submitted.

All balances for completed work are due on receipt of invoice. Balances not received within 10 days are subject to finance charges of 1.5% per month or 18% annually to accrue starting the day after the due date, and will continue to accrue on the total or remaining balance until the client's account balance is paid in full. AP Consultants reserves the right to remove web pages, scripts, forms, or other related work from viewing on the

Internet or otherwise used until final payment is made for each invoice submitted. AP Consultants reserves the right to stop the continuance of work if unpaid balances are delinquent for more than 30 days. In case collection proves necessary, the client agrees to pay all fees incurred by that process. Regardless of the place of signing of an agreement, the client agrees that for purposes of venue, the agreement was entered into in Cecil County, Maryland, and any dispute will be litigated or arbitrated in Cecil County, Maryland. Please pay on time.

Legal:

AP Consultants is not obligated and will not advise, train, educate or teach current, new or future staff, administration, employees, or any others contracted, employed, associated with or otherwise retained by the client about web or graphic design, project process, script code, administrative or IT tasks, html, or any programming language or services performed even if AP Consultants does not complete projects or services either by termination of the project or service by the client or withdrawal of acceptance by AP Consultants or mutual agreement to not continue work by both parties.

AP Consultants does not warrant that the functions contained in web pages, forms, scripts, projects, services or the website will meet the client's requirements or that the operation of the web pages, forms, scripts or services will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages, forms, scripts or services and website is with client. In no event will AP Consultants be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if AP Consultants has been advised of the possibility of such damages. If any provision of the agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the agreement and shall not affect the validity and enforceability of any remaining provisions.

Copyrights and Trademarks

The client represents to AP Consultants and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to AP Consultants for inclusion in web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend AP Consultants and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

Laws Affecting Electronic Commerce

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend AP Consultants and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

Grant of Rights

Upon receipt of full payment, AP Consultants will turn over the right to *use* all elements of project(s) to the client. AP Consultants retains all rights and ownership to scripts, programs, web project code and the right to make portfolio use of the project(s).

If the client halts work and applies by registered letter for a refund within 10 days, to AP Consultants, 29 Gilley Road; Perryville, Maryland, 21903, phone (410) 642-3481, work completed shall be billed at the hourly rate of \$125.00, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of an initial payment will be refunded unless written application is made within 5 days of signing the agreement.

AP Consultants reserves the right to change terms of service and prices at any time.