



4 Emphasis Terms and Conditions

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Working with us

The first step is to contact us through our website or by email. We usually respond to all inquiries within 1 – 2 business days.

When we respond, we'll usually schedule a consultation with you. This consultation has absolutely no cost or obligation, and may be done in-person, or via email or telephone. During this consultation, we determine your business needs. We will also ask you about your budget, so it's helpful if you have determined this beforehand.

After the consultation, we email you a draft of a proposal, usually within 2 – 5 business days. Proposals vary in length and content, depending on whether you are requesting a template package or custom work, but most proposals outline: our initial recommendations; a work summary (including such things as, if applicable, a determination of content and graphics needs, an estimate of pages to build, etc); a work schedule; and pricing.

You have the option to accept or deny our proposal as-is, or request revisions and add on/remove additional services. These proposals are designed to set your expectations as to the exact nature of the work we will do for you, during what time period, and how much it will cost. We want you to be completely happy and secure about the process, so we encourage you to ask as many questions as you need during this time (although questions are always welcome).

Once we reach a proposal agreement, we send you a contract formalizing the process and request your deposit (usually 50% of total price). See **Pricing** section for more information.

After our initial consultation, 4emphasis operates under an assumed non-disclosure agreement. This means that we will not disclose or release any information that is shared with us by our clients, unless this disclosure is necessary by law. If you would like us to sign a formal non-disclosure agreement, under most circumstances, we are happy to do so.

Once final payment is received, and work is completed and released to you, we would like to be able to use a snapshot (web capture) of our work for our portfolio. We will also link to your live site from this snapshot. We assume the rights to do this, unless you inform us in writing otherwise.

Template packages

Our template packages are designed to be affordable ways to quickly and effectively get a stylish web presence. In order to keep these packages affordable, there are limitations on what is included and what is required from you before launch.

Each basic template package includes:

- Your choice of templates from our existing template design catalog
- The web pages included in the package*
- Basic customization of template design:
 - Background and foreground colors
 - Font choice
 - Insertion of your logo
- Editing and proofing of your text for the website
- Basic search engine optimization
- One tutoring session on maintaining your site, lasting approximately 30 minutes, done in-person, or via email, instant messaging service, or telephone.
- Delivery of your ready-to-upload site via CD (via mail) or ZIP file (via email) with printed instructions

Before launch, we need from you (unless additional design or writing work is added on to the basic package):

- A resizable, high quality digital copy of your logo (acceptable in PSD, GIF, JPG, or TIFF)
- Portfolio sites only: resizable, high quality digital copies of your images (in any of the above formats)
- Final text for each included page

Basic template packages do not include:

- Any new or additional design work
- Custom icons
- Content writing
- Watermarking of images
- FTP of site to host
- Printing
- Ongoing maintenance



- Ongoing help or tutoring
- Web hosting, or set up of hosting and email
- Domain name or SSL certificate (if needed)

You can include any of our a la carte/addons or custom work to your basic template package at any time before final release. Adding on options or custom work does affect your price, and we would issue you a new contract/work statement reflecting these changes.

*In the header of each template page, there will be a commented (invisible to users) attribution to 4emphasis. You agree to not change, alter, or delete this attribution when using our template pages.

Custom work

Because custom work can run the gamut from a one-time logo design to the complete planning, building, and maintenance of a complex website, the consultation will be really important. This is the time in which we help determine how to make your dreams a reality on your budget. Each contract for custom projects is carefully tailored to set and manage expectations, responsibilities, schedules, and pricing. Please see **Working with us** for more information on what to expect when you contact us, and see **Payments** for information on pricing.

The rights for all custom work reverts to you upon receipt of final payment.

Payments

4emphasis requires a deposit before work begins. This deposit is usually 50% of your total price. In some cases, we will accept payment plans, although work would not begin on your site until at least 50% of the total bill is received.

Once you have signed and returned your final contract along with your deposit, your rates are locked into that price, even though 4emphasis' rates may increase during that time.

We make every attempt to stay within the total price outlined in your contract. If the situation arises where we need to charge you additional fees or hours, we will inform you beforehand. Situations warranting this are rare, but can happen. In our experience, this happens if:

- You add on additional services



- The price of special services suddenly rises dramatically in the marketplace
- You request an unusual number of changes to a site already in development

Your final payment would be due by the date determined in your final contract, and must be paid previous to the release of graphics, content, or website.

All payments are non-refundable upon receipt.

We understand that sometimes unforeseen circumstances and hardships arise. In some cases—although not all—we can work with you to create a payment plan, barter, or other arrangement. Please contact us as soon as possible to discuss your feasible options.

If you cancel your order or contract after your deposit is paid and after development has begun (but less than 50% complete), we will cancel your contract. Your deposit is non-refundable, but you would not be responsible for your balance.

If you cancel your order or contract after your deposit is paid and after development has begun (and is more than 51% complete), you remain responsible for your contracted charges, in total—subject to the dates originally specified in your contract.

We offer a 25% discount off all of our services for non-profits and community service organizations.

In the event that we have a waiting list, a deposit of 25% of your total price would be required to hold your place in the queue.

4emphasis stands behind all of our work, and we aspire for you to come away from this experience completely happy and satisfied. Because of the interactive nature of our process, from consultation to final product, we are 100% sure that you will be thrilled. But, because our fees are non-refundable, it is essential that you speak up and get involved in the consultation process! Never be afraid to disagree with our recommendations or to be really clear with how you feel about anything we produce for you.