



Terms and Conditions

Agreement for Services

By checking the “I accept our terms” checkbox, you acknowledge you have authority and desire to bind yourself or the entity you represent (hereinafter “Client”) to engage the services of The Alar Group, LLC, a Florida corporation, (hereinafter “Company”) for website creation, design, redesign, alterations, or site updates according to the scope of this Agreement. Furthermore, Client represents that Client has read the entirety of this agreement and shall return a signed copy to Company at 95191 Snapdragon Drive, Fernandina Beach Florida, 32034. In the event that Client does not return a signed copy of this Agreement, checking the “I accept our terms” checkbox shall constitute a fully signed assent to be legally bound by the terms of this Agreement. In consideration of the mutual covenants and obligations set forth in this Agreement Client and Company agree as follows:

SCOPE OF WORK

The scope of work to be performed by Company shall be defined by the Proposal for Work provided to and agreed upon by Client and Company. The Proposal for Work is expressly incorporated by reference into this Agreement, and shall control in the event of any dispute between Client and Company as to the nature of what services are to be rendered by Company. An email affirmation by both Company and Client shall constitute a signed change to the Scope of Work.

REDESIGNS

For redesigns, if Client has existing incongruences, including, but not limited to: hard coded items in line in text fields, odd size tables or images, etc., these issues can and will only be addressed as they arise. Client agrees that Company is only redesigning the templates, and any work that may be required outside of the templates will need to be reviewed and quoted separately once the templates are completed.



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QUOTES AND ESTIMATES

Client understands and agrees that any quote provided is an estimate and not a fixed quote. The total fee amount could be higher than the quoted amount depending upon the number of revisions, difficulty and complexity of the issues and unforeseen bugs and circumstances. If the project spans beyond the estimate, billing is done each week for the hours incurred the previous week. If further work is required post-estimate, whether to address a bug that was not discovered earlier, additions to the estimate not noted in the list above, or for any other reason, normal staff hourly rates will apply, as provided in the quote. Any items not included in the estimate that are requested during the development process will be quoted on and billed separately. Client and Company understand that the following items are expressly not included in the quote:

Animation will be quoted separately;

Web hosting and Search Engine Optimization; which will be quoted separately;

Training Sessions; which will be billed separately upon request at the rate of eighty-five (\$85.00) dollars per hour of Company time. Client further agrees that any scheduled training sessions which are not cancelled twenty-four (24) hours in advance will be charged to Client in full;

Specific designs and templates expressly for mobile phones;

Additional work outside of the original agreement can be quoted via email. All quotes and work requests made via email are binding, and all provisions of this Agreement apply to quotes made and delivered in this manner;



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For redesigns, any work required outside the templates as addressed in paragraph 2 of this Agreement;

Product additions are always billed separately and hourly as the amount of product additions are impossible to ascertain by either party at the time of the quote.

DISTRIBUTION OF ESTIMATED HOURS

Company reserves the right to apply hours to different elements within the quote as needed. Specific items are listed as a baseline for the quote. There are instances when one element in the estimate takes longer than planned and instances when one element in the estimate takes a shorter amount of time than planned. In these situations, the Company reserves the right to apply hours to other estimated items as needed. Client agrees and understands the quote is written based on the total amount of estimated hours rather than specific items.

HOURLY RATES

Project Management: \$60.00

Design and HTML: \$75

Programming: \$85

Please note: Rates are subject to change.

PAYMENT FOR SERVICES RENDERED

For phased work, Company will provide Client with a detailed invoice of work performed per phase. Otherwise, Company will provide Client with a detailed invoice of work performed on a weekly basis. Client agrees and understands the amount of work performed per week will fluctuate. Client agrees that it will provide an active credit card to Company, which Company will keep on file until the term of this Agreement expires. Client agrees that work rendered by Company is a service, and is nonrefundable. Client



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further agrees that the active credit card provided is further governed by paragraph 16 of this Agreement.

DECLINED PAYMENTS

Client agrees that Company reserves the right to remove any and all of Company's work, containing and relating to components which have not been paid for, from Client's website in the event that Client's credit card is declined. Client has a twenty-four grace period to cure the declined payment. Client agrees to pay interest at 18% per year on any invoice that remains unpaid after thirty (30) days. Client further agrees to pay Company all costs, attorney fees and expenses incurred by Company as a result of any collection efforts undertaken by the Company.

ACCESS TO SERVER AUTHORIZATION

Client is responsible for providing Company with full read/write access to the Host server or ISP Host where the Website work is to be performed. Client agrees to provide this full read/write access to Company during the entire term of this Agreement. Failure by the Client to provide and maintain full read/write access for the Company shall constitute a breach of this agreement by the Client.

DESIGN TEAM

Company will use only qualified personnel ("Design Team") to provide the services quoted. Company reserves the right to make changes to the Design Team at its sole discretion.

NO-HIRE/NON-SOLICITATION

For a period of twelve (12) months during the project and for a period of one year after the completion or termination of the project, the Client will not directly or indirectly solicit any personnel or 1099 contractor(s) of the Company who are working or have worked on the Project to work directly with the client.



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STOCK PHOTOGRAPHY

Company, from time to time, purchases photos from a stock photo resource. Photos will be bought via the Client credit card provided in accordance with paragraph 5. The reference number of the purchased photo will be posted in an invoice for tracking and the source photo will be posted in a source folder on Client's site for future reference. Company will purchase from legitimate sources of stock photography to the best of Company's knowledge. However, if for any reason purchasing from said source turns out not to have all required property rights to the photographs, Company will not be held responsible for any damages accrued by use of said photo or graphics.

CLIENT COOPERATION

The nature of the work to be performed by Company requires cooperation by Client. Client agrees to fully cooperate with Company, and to make its best efforts to respond to requests for information within 24 hours of the request. Company is not responsible for any delays or errors on website design resulting from failure of Client to cooperate and/or respond to Company in a fashion consistent with this paragraph.

OWNERSHIP RIGHTS

Client will own all of its proprietary information as well as all source code, object code, screens, documentation, digital programming, operating instructions, design concepts, content, graphics, domain names, and characters. All quoted services performed by Company, including systems, computer programs, operating instructions, design concepts, other documentation developed for or specifically relating to Client's information processing, and stored data will be "works for hire" under applicable United States copyrights laws, and therefore property of the Client. Any and all such property shall be delivered to Client on request by the Client. Upon request, Company shall sign all documents needed to confirm or perfect the exclusive ownership interests of such



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property. Company retains ownership of any internal communications or notes regarding Client's site, and may produce such to Client in whole or in part at the request of Client.

Notwithstanding any other provision of this Agreement, Client's site may include some programming code that the Company has previously developed for its own use. Company retains full ownership of such code, including all associated rights to use such code. However, Company grants Client and its users a perpetual, non-exclusive license to use such code.

WARRANTY

Client agrees that the Company does not provide the actual Web Hosting for the website but only managing the web hosting thru a 3rd party. Company makes NO WARRANTY as to the availability of the website, the functionality of the website on the Web Hosting server or service, or to the quality or performance of the website. Client expressly agrees that Company shall NOT be responsible or liable for any actual, consequential or incidental damages, including lost profits, arising out of the operation of the website. During Company's recommended testing phase and for a thirty day period after completion of said testing, Company will correct any software anomalies that occur due to defects in the source code. After such time, Company will make changes on a fixed hourly rate or a negotiated fixed quote basis. Though no website design process is guaranteed to produce anomaly free results, Company agrees to perform the quoted work in a workmanlike manner, within local industry standards and tolerances for commercial applications. This warranty in no way covers items damaged, modified or misused after completed delivery to Client. Client represents and warrants to Company that Client owns, or has a legal license to use, all photos, text, artwork, graphics, designs, trademarks and other materials provided by Client for Company's use in designing the website.



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TERM OF AGREEMENT

This Agreement shall remain in full force and effect until final payment is made by Client for all work performed by Company, unless the agreement is breached due to non-payment by Client, in which case Company will notify Client of the breach and the termination of the Agreement. Company will provide Client with a ten day period to cure such breach before supplying Client with written notice of termination. Client agrees and understands that the terms of paragraph 6 still apply to collection of any outstanding debt. Client may also terminate the agreement at any time by providing written notice to Company fifteen days in advance of termination.

NO BENEFIT TO OTHERS

Nothing in this Agreement shall be construed to confer a right or benefit to any person or entity other than the parties to this Agreement. Client and Company agree that no part of this Agreement is assignable for any reason.

INDEMNITY

Client agrees to release, defend, indemnify, and hold Company and its officers, owners, and agents (each an "Indemnitee") harmless from: (1) any and all costs and expenses incurred by Indemnitee, including reasonable attorney fees, paralegal fees and costs at trial and appellate levels, from any all liability, proceedings, suits or other claims arising under or in connection with this Agreement, any other web design contract or contract with any

third party related to the operation of Client's website, and (2) from all liability for any damages, costs, fees, or expenses incurred by Company as a result of the work performed by the Company.



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PAYMENTS AND CHARGE BACK POLICY

Clients who purchase Company's services via credit card agree, accept, and understand irrevocably and without exception or recourse to:

Solely accept responsibility to provide the credit card's CVV number to Company in writing within 24 hours of signing or accepting this Agreement;

Be billed on a weekly basis as set forth in this Agreement;

Waive all actions, rights, claims or relationships of agency to any chargeback and/or disputed payment procedure or refund, whether invoked personally or by any financial, banking, and/or credit card institution, either personally, or on your behalf with respect to any purchase of services provided by Company. As a fair and equitable alternative, Client agrees that any dispute will either be handled via communication with Company, or through arbitration, as further set forth in paragraph 19 of this Agreement. If presented with a chargeback, Company reserves the right to pursue any and all legal action against the cardholder;

Agree to pay Company \$300.00 for each chargeback and/or disputed payment procedure or refund it is presented with. Client further agrees that this charge will occur within 3 business days of any chargeback Company is presented with, pursuant to the terms of this Agreement.



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DISCLAIMER OF WARRANTIES

Except as expressly set forth in this agreement, the parties hereby specifically disclaim any representations or warranties, express or implied, regarding the services quoted, including any implied warranty or merchantability or fitness for a particular purpose or implied warranties arising from course of dealing or course of performance.

LIMITATION OF LIABILITY

Under no circumstances shall either party be liable to the other party or any third party for indirect, incidental, consequential, special or exemplary damages arising from any provision of this agreement, including, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, or liabilities to third parties arising from any source.

ARBITRATION

All claims or disputes between the Client and the Company arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration conducted by Upchurch, Watson, White & Max in St. Johns County, Florida, in St. Augustine, Florida, or such other location as determined by Upchurch, Watson, White & Max unless the parties mutually agree otherwise. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties agree this arbitration provision does not apply to any class actions, which are specifically excluded.



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REDESIGN AWARENESS

Before we go live with the new templates, we will take a backup of the old templates and archive them.

Please note that if you do see a drop in sales during this transition that rolling back the new templates to the old style will not necessarily put your sales numbers right back to where they were.

This is the reason: Any time a lot of changes happen to a website, Google is awakened and starts indexing the site as it has so much 'new' stuff to crawl and reindex. An older site that didn't have a lot of changes didn't give Google a reason to 'pop back in' since when it did, nothing had really changed.

We will do our due diligence and run tests in Google Analytics after launch.

We'll set up Sitemap HTML and XML and ensure your Robots.txt file is properly in place and that your website is properly submitted to Google search engine.

We'll also run the demo site through Page Speed Insights and compare its speed with that of Live. Live templates are likely to be quicker to load as they don't have as much content. We can typically optimize page speed by minifying the CSS, JavaScript, HTML and Images for faster page speed loading within 5-6 hours

Any old pages that aren't in use will be added to the 301 redirect and we'll make sure your 404 page is triggered as it should be.

All of this is to be sure that we've done everything on our end for a smooth new site launch.



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We may, at any time, and at our sole discretion, modify these Terms and Conditions of Use, including our Privacy Policy, with or without notice to the User. Any such modification will be effective immediately upon public posting. Your continued use of our Service and this Site following any such modification constitutes your acceptance of these modified Terms.

GENERAL TERMS

For all purposes of this Agreement it shall be understood that Time is of the Essence;

Whenever used herein, the term “including” shall mean “including, but not limited to...”;

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Nassau County, Florida, shall be the sole choice of venue;

This Agreement contains the entire agreement between the parties and may only be modified, altered or amended by a writing signed by the Client and the Company;

This Agreement may be prepared in multiple counterparts, and signed in multiple copies, any one of which may constitute an original, but all of which shall constitute but one contract;

Paragraph or Section headings are for convenience only, and not intended to enlarge, diminish, alter, affect, amend or modify the terms, scope or substance of the respective paragraphs;

Whenever used herein, the singular shall denote the plural, and vice versa, as the context may require, and the male pronoun shall include the female pronoun, as the context may require;



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In the event that any one or more of the provisions hereof are held to be invalid, illegal, void or unenforceable, for any reason, by any court or administrative tribunal, such holding shall not affect the other provisions hereof, which shall be construed as valid, legal and enforceable;

CVV refers to the card verification value, or the security code present on the credit card provided to Company;

This Agreement shall be binding upon and inure to the benefit of the respective parties, their heirs, personal representatives, successors and assigns;

The Proposal for Work shall include all items originally quoted as well as any additions as provided in paragraph 3 of this Agreement;

When used anywhere in the quote or the Proposal for Work, the term “mobile responsive” refers to desktops, laptops, and iPads. Additional design work may need to be completed for other devices not listed including mobile devices and other tablets, which will be quoted after initial work on the site is completed. “Mobile responsive” also means the site will expand and contract and respond well on a desktop, laptop, tablet, and will look better than average on a mobile phone. However, “mobile responsive” does not mean that the design is completed with mobile phones in mind. Mobile phones require a minimalistic template of their own, which can be addressed and quoted separately upon request, as addressed in paragraph 3.

In the event that it becomes necessary for either party to this Agreement to incur legal fees and costs for the enforcement of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, paralegal fees and costs, including attorneys’ fees, paralegal fees and costs incurred in any appeals;



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By checking the "I accept the terms" check box on this webpage, the individual "signing" this Agreement affirms that he/she has the authority to bind the Client to all of the terms and provisions of this Agreement. By signing and returning this Agreement, the individual signing this Agreement represents the same.

Disclaimer and Limitation of Liability Disclaimer.

The Alar Group and its suppliers hereby disclaim all (and have not authorized anyone to make any) warranties express or implied, including, but not limited to, any warranties of non-infringement of third party rights with respect to ADA compliance software, title, merchantability and fitness for a particular purpose. the parties are not relying and have not relied on any representations or warranties whatsoever regarding Digital Design Solutions and Digital Design Solutions makes no warranty regarding any third party software.

Limitation of Liability

The Alar Group its suppliers, shall not be responsible or liable under any contract, negligence, strict liability or other theory arising out of or related to ADA Compliance Software (a) for error or interruption of use, loss or inaccuracy or corruption of data, (b) for cost of procurement of substitute goods, services, rights, or technology, (c) for any lost profits or revenues, or for any indirect, special, incidental, consequential or punitive damages, whether or not a THE ALAR GROUP has been advised of the possibility of such damage. in no event will THE ALAR GROUP nor its supplier's aggregate and cumulative liability for any claims arising out of or related to ADA compliance software to exceed one hundred dollars (\$100). any provisions provided by THE ALAR GROUP which differ from those in any third party license are provided by THE ALAR GROUP alone.



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WAIVER AND RELEASE OF LIABILITY FOR SOCIAL MEDIA MANAGEMENT AND DIGITAL MARKETING

The Client does hereby waive any claim against The Alar Group and its employees, agents, servants, or representatives and does agree to hold them harmless for any actual, consequential, indirect, special, incidental, reliance, exemplary, or punitive damages, or loss, expense, or other injury arising from their efforts to advertise on behalf of Clients business whether such damages are foreseeable or not and whether such claims are based on the alleged breach of any express or implied warranty, breach of contract, misrepresentation, negligence, or strict liability (including damages for loss of data, goodwill, reputation, business, money, or opportunity), even if THE ALAR GROUP has been advised of the possibility of such damages except that THE ALAR GROUP shall retain the responsibility and liability for providing the Social Media and Digital Marketing Services.