

The Zen Tech ~ Terms of Service

The Zen Tech requires that before any work commences on your website or consulting project, you must read and accept these terms of service ("Terms of Service"). You will acknowledge agreement prior to your initial payment and with each additional payment.

WHEREAS, Upclosee Classroom LLC Doing Business As The Zen Tech is an internet tech support website company providing WordPress customization, web software integration, web consulting, and animated slide presentations;

WHEREAS, Customer ("you", "client", "customer") seeks to engage The Zen Tech for website design, consulting, and presentation purposes;

THEREFORE, in consideration of the mutual promises herein, the parties intending to be legally bound agree as follows:

Free Consultation vs. Billable Time

Free consultation typically covers answering questions about The Zen Tech services and helping clients decide if they want to hire The Zen Tech to perform services. If a prospective client asks The Zen Tech to "work" on a website, this is billable time. Billable time includes not only making changes, but also doing research, reviewing website files or code and providing requested website assessments.

Compensation

The Zen Tech only accepts compensation in US dollars. The Zen Tech does not accept trade for the services that a client might offer; this includes partnerships in a client's business. The Zen Tech accepts payments via credit cards/debit cards/ echecks through PayPal and accepts checks on a case-by-case basis.

Communication With Clients

All communication with clients is typically done via phone, email, or online chat, and is billable time.

Privacy

All client information, including email addresses, username and passwords are kept confidential and not shared with any third parties.

Initial Payment for New Website Customization

Until The Zen Tech receives the initial payment, the assumption is that prospective clients are still shopping around for a website designer. Initial payments are a client's way of telling The Zen Tech they have engaged The Zen Tech to do work.

For new websites, an initial payment of work is required. Half of the initial payment is a non refundable set-up fee. Once initial payment is received, the client is put into the work queue. So if you would like The Zen Tech to start working on your website ASAP, please make the initial payment to get into the queue.

Payment Terms

All payments are due upon receipt of invoice. Invoices are sent via email. If a client does not pay within 14 days, they will receive an email reminder.

If a client does not pay within 30 days even after being sent reminder emails, the client will be required to pre-pay for any future maintenance requests.

Termination of Project and Refund Policy

If, at any time, a client would like to terminate the project, The Zen Tech will refund any unused hours, less the set-up fee. Please note that there are no refunds for time spent working on a client's website.

The Zen Tech may also terminate projects for clients who become unresponsive (not returning emails or phone calls). Any unused payment will be refunded, less the set up fee.

How The Queue Works

When a deposit is received from a new client, the client is put at the end of the queue. As current projects are completed, The Zen Tech will go through the queue, in order of date of deposit received, and check to see if clients are ready to start the design phase. If they are not ready to start, The Zen Tech will move to the next client in the queue.

New Website Design vs. Maintenance

When working on a new website design, clients are billed hourly. Once a new website design or redesign is completed, any further work is considered maintenance. Maintenance work is billed the same rate, but has a one hour minimum charge per request.

Ownership of Files

The Zen Tech is compensated for work by an hourly fee versus a flat rate for website design. One benefit of this system is that clients completely own all output of services as soon as they have paid any outstanding balance.

However, if you plan to have The Zen Tech perform maintenance on your website after it's completed - you should not attempt to change the website code yourself unless you have coordinated this with The Zen Tech in advance.

If you do change the code yourself, you do so at your own risk, and the files on The Zen Tech's computers are immediately invalidated by your changes and will be discarded in order to avoid accidental overwriting.

To avoid accidental overwriting, if you change your website files yourself, you should notify The Zen Tech, or you should change your FTP permissions so that The Zen Tech no longer has access to your files.

File Backup:

Since The Zen Tech bills hourly for services, and the output of my work is immediately uploaded onto client's web servers, The Zen Tech is not responsible for archiving or guaranteeing the availability of those files. Clients are responsible for keeping backup copies of their website files in the event of an emergency.

Domain Registration and Domain Hosting

Selecting a domain registrar and domain host are the responsibility of the client. The Zen Tech is happy to recommend companies who offer these services (such as GoDaddy) that The Zen Tech has had good experiences with in the past. Paying for and renewing domain registrations and hosting are the responsibility of clients. This gives clients complete control over their websites.

ECommerce, Online Stores, Shopping Carts

In addition to hourly design rate, clients are responsible for all peripheral costs related to setting up ecommerce on their websites, which include, but is not limited to, the following costs: ecommerce software (approx \$150), after-market modifications to the ecommerce software (\$25 - \$100), SSL certificate (\$50/yr - \$300/yr), payment provider fees (gateway and merchant account setup fees and ongoing fees - these vary widely depending on who you choose as your payment provider).

Clients are also responsible for "running" their online stores, which includes, but is not limited to: configuring product categories, adding

products (including images, titles, descriptions), selecting and configuring shipping options, managing store orders, etc.

Right To Decline Service: Screening Prospective Clients

The Zen Tech strives for excellence and wants all clients to be delighted with their experience with The Zen Tech. To this end, all prospective clients and their projects are screened to ensure a good fit with The Zen Tech's skills and philosophy. The Zen Tech in its sole discretion reserves the right to decline providing web services to anyone who is not a good match.

The Zen Tech also strives to improve the quality of the internet - and to this end, only works on websites for individuals and small businesses that are of benefit to the greater internet community. The Zen Tech will ask you questions about the nature of your business. If The Zen Tech discovers something objectionable about a project after a deposit is accepted, the unused portion of the deposit will be returned and the project will be terminated.

Putting Link to The Zen Tech in The Footer and Adding Your Site To The Zen Tech's Portfolio

The Zen Tech is proud of its work, and will typically add a link to its website in the footer of all client websites. For a blog integration, only the blog's pages will be labeled. The Zen Tech may also use an image snapshot of your website with a short description and a link to your website on its portfolio page.

If you, or another web developer you've hired, removes this link, you are required to notify The Zen Tech and your website will be removed from The Zen Tech's portfolio. Removal of this link also indicates that you no longer wish to have The Zen Tech perform maintenance on your website in the future.

Communication Lags

In order to get your website finished in a timely manner and effectively manage workload, it's important that you are able to respond to emails within a few days of receipt.

If you've been emailed several times and haven't responded in 10 days, you may lose your position in the work queue. If you have not responded in 30 days, your project may be terminated. Please advise if you are going to be away for a span during the web development time so that schedules can be planned accordingly.

Taxes

The Zen Tech shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made by a customer on your website designed by The Zen Tech. You agree to take full responsibility for all taxes and fees of any nature associated with such products sold on your website.

Lawful Purpose

Customer may only use The Zen Tech services for lawful purpose. Transmission of any material in violation of any Country, Federal,

State or Local regulation is prohibited. To this effect, child pornography is strictly prohibited as well as housing any copyrighted information (to which the customer does not hold the copyright) on your website.

Trademarks, Copyrights & Plagiarism

You warrant that you have the right to use the applicable trademarks on your website, if any. You also warrant that any images you provide to The Zen Tech for use on your website are not owned, copyrighted or trademarked by anyone else, and that if they are, you have obtained appropriate permission. You also warrant that all text content you provide to The Zen Tech for use on your website is original work.

Age

You certify that you are at least 18 years of age.

Warranty

All website design work is provided "as is" without warranty of any kind, either expressed or implied. Neither The Zen Tech, its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that The Zen Tech's service will be error free; nor do they make any warranty as to the results that may be obtained from having The Zen Tech do website development or consulting work.

Search engines—such as Google—have their own proprietary algorithm for ranking websites for particular keywords, it is impossible for The Zen Tech to guarantee any particular ranking for your website. It is likewise impossible for The Zen Tech to guarantee that your Google AdWords campaign will create adequate and high quality traffic for your website.

While The Zen Tech strives to increase traffic to your website by following Google Quality Guidelines, there are many factors beyond The Zen Tech's control that impact your website's ranking and subsequent traffic. Therefore The Zen Tech does not guarantee any particular search engine ranking or website traffic.

Limited Liability

In no event shall The Zen Tech be liable for any damages including, but not limited to, direct, indirect, special, incidental or consequential damages or other losses arising out of the use of or inability of clients to use their website.

You expressly agree that use of The Zen Tech's services is at your sole risk and you will personally test and accept the results of the services promptly after the completion of the services by The Zen Tech.

Under no circumstances, including negligence, shall The Zen Tech be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use your website;

or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to your records, programs or services. You hereby acknowledge that this paragraph shall apply to all work done by The Zen Tech.

Indemnification:

Customer agrees that it shall defend, indemnify, save and hold The Zen Tech harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against The Zen Tech, its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Customer, its agents, employees or assigns.

Customer agrees to defend, indemnify and hold harmless The Zen Tech against Liabilities arising out of —

1. any injury to person or property caused by any products sold or otherwise distributed in connection with a website designed or maintained by The Zen Tech;
2. any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party;

3. copyright infringement;
4. any defective product which Customer sold on using a website designed or maintained by The Zen Tech;
5. any action taken by Customer as a result of consulting with The Zen Tech.

In any such indemnification action, The Zen Tech shall have the right to engage its own counsel.