

FOXXITE

Terms Of Service

Summary:

Foxxite will always do his best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this TOS you won't find any complicated legal terms or long passages of unreadable text. I've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future. **So in short;**

What do both parties agree to?

You: You have the authority to hire me on behalf of yourself, your company or your organization. You'll give me the assets and information I tell you I need to complete the project. You'll do this when I ask and provide it in the formats I ask for. You'll review my work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set once you have accepted the quote.

Foxxite: I have the experience and ability to do everything I've agreed with you and we'll do it all in a professional and timely manner. I'll endeavor to meet every deadline that's set and on top of that I'll maintain the confidentiality of everything you give us.

GETTING DOWN TO THE NITTY GRITTY

Design

I create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. I create designs iteratively and use predominantly HTML and CSS so I won't waste time mocking up every template as a static visual. I may use visuals to indicate a creative direction (color, texture and typography.) I call that 'atmosphere.'

You'll have plenty of opportunities to review our work and provide feedback. I'll either share a Dropbox, Google Drive folder or Git repository or development site with you and we'll have regular, possibly daily contact.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction my work is taking you'll pay me in full for the time we've spent working with you until that point and terminate any commissions.

Text content

Unless agreed separately, I'm not responsible for inputting text or images into your content management system or creating every page on your website. If you'd like me to create new content or input content for you, I can provide a separate estimate for that.

Graphics and photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format (WEBP preferred). If you choose to buy stock photographs, I can suggest stock libraries. If you'd like me to search for photographs for you, I can provide a separate estimate for that.

HTML, CSS, JavaScript and PHP

I deliver web page types developed from HTML markup, CSS stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviors, PHP for back-end behaviors, database interaction or dynamically generated pages. I strive to make our pages that support user input as secure as possible, and as far as my knowledge goes.

Browser testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

I test my work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla (Firefox) and Opera.

I won't test in other older browsers unless we agreed separately. If you need an enhanced design for an older browser, I can provide a separate estimate for that.

Mobile browser testing

Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. I test my designs in:

Android: Google Chrome, Mozilla Firefox on Android Emulator

I won't test on Blackberry, iOS, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers because I simply don't own these devices.

Technical support

I'm not a website hosting company so I don't offer support for website hosting, email or other services relating to hosting. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't, I can set up an account for you at one of my preferred hosting providers. I can set up your site on a server, plus any statistics software such as Google Analytics and I can provide a separate estimate for that. Then, the updates to, and management of that server will be up to you.

Search engine optimization (SEO)

I don't guarantee improvements to your website's search engine ranking, but the web pages that I develop are accessible to search engines.

Changes and revisions

I don't want to limit your ability to change your mind. The price at the beginning of any commission is based on the number of working hours that I estimate I'll need to accomplish everything you've told me you want to achieve, but I'm happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as I'll provide a separate estimate for those additional weeks.

Legal stuff

I'll carry out my work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, I can't guarantee that my work will be error-free and so I can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised me of them.

Your liability to us will also be limited to the amount of fees payable under any commissions you make and you won't be liable to me or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if I've advised you of them.

Finally, if any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Intellectual property rights

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and

renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

Blimey.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. When you provide text, images or other artwork to me, you agree to protect me from any claim by a third party that I'm using their intellectual property.

I guarantee that all elements of the work I deliver to you are either owned by me or I've obtained permission to provide them to you. When I provide text, images or other artwork to you, I agree to protect you from any claim by a third party that you're using their intellectual property. Provided you've paid for the work and that any commissions haven't been terminated, I'll assign all intellectual property rights to you as follows:

You'll own the website I design for you plus the visual elements that I create for it. I'll give you source files and finished files and you should keep them somewhere safe as I'm not required to keep a copy. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

I'll own any intellectual property rights I've developed prior to, or developed separately from any commissions and not paid for by you. I'll own the unique combination of these elements that constitutes a complete design and I'll license its use to you, exclusively and in perpetuity for your commission only, unless we agree otherwise.

Displaying my work

I love to show off my work, so I reserve the right to display all aspects of my creative work, including sketches, work-in-progress designs and the completed commission on my portfolio and in articles on websites, in magazine articles and in books.

Payment

We're sure you understand how important it is as a small business that you pay the invoices that I send you promptly. As I'm also sure you'll want to stay friends, you agree to stick tight payment schedule we've agreed upon.

I issue invoices electronically. My payment terms are 7 days from the date of invoice by Paypal. All proposals are quoted in Euro or American Dollar and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on the electronic invoice. I reserve the right to charge interest on all overdue debts at the rate of 10% per month or part of a month.

Failure to pay will result in losing access to your website until payment is made in full with a late payment penalty of 20%.

But where's all the horrible small print?

Just like a parking ticket, neither of us can transfer any contracts or quotes to anyone else without the other's permission.

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

These terms stays in place and need not be renewed. If for some reason one part of these terms becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious, and this contract is a legal document under exclusive jurisdiction of **Dutch** courts.

Oh, and don't forget those men with big dogs.