



Dental Branding Website Creation Agreement

TERMS AND CONDITIONS

I hereby declare I am the authorized decision maker for my dental practice (Client), and as such, I hereby give Dental Branding (DB) the approval to create a website for my dental practice.

Said website includes no more than 15 pages for a Premium or 10 pages for a Standard website, not including any eCentral pages. The Client understands that this is a website purchase and that the website will not be leased. Transfer of ownership will be made upon final payment for the website. Cancellation of a website will incur a minimum charge of 10%.

Website Design and Build Process – Revision allowances

Standard Websites

1. Initial Build – Website pages are built, content is added, and color changes (if applicable) are made.
2. Revisions – Revisions from the Initial Build are incorporated. Client may submit up to three (3) revision emails*. Client must submit all revisions within 30 days of receipt of the initial build. Client will be charged for additional revisions based on the time required to make the extra revisions.

Premium Websites

1. Initial Design – Custom home page design is created.
2. Design Revisions – Revisions from Initial Design are incorporated. Client may submit up to four (4) emails with revisions for this phase. Client must submit all revisions within 30 days of receiving initial design. DB will charge the Client for additional revisions based on the time required to make the extra revisions. After Client approves the design and gives DB permission to proceed with the build of the website, any changes to the design will incur additional charges.
3. Initial Build – Website pages are built, content is added.
4. Build Revisions – Revisions from the Initial Build are incorporated. Client may submit up to three (3) revision emails*. Client must submit all revisions within 30 days of receipt of the initial build. Client will be charged for additional revisions based on the time required to make the extra revisions.

Banner Flash Animation – If purchased

1. Initial Build – Flash animation is built and is included only on the home page.
2. Revision – One revision is allowed. Client must submit revisions within 15 days of receipt of the initial build.

* Exception: When sending large files (e.g. photos), Client may submit as many emails as necessary to send the files.

Once a website is posted “live,” the Client will have 60 days to utilize one (1) additional hour of revision time wherein the DB designer will make additions or changes to the website as part of the initial purchase price and these additions or changes must be submitted in no more than two separate emails. These changes can include text, links and photos (content). No changes will be made to design layout, colors, etc. All changes must be submitted by and agreed upon via e-mail with the Client’s designer. Once the agreed upon changes are complete or the 60 days lapse, the project will be considered completed. Any ongoing maintenance of the website is outside the scope of the actual creation of the website and will incur a separate charge and is not part of this agreement. One animated feature, Flash, is included with the premium website. Flash may be added to a Standard website for an additional charge for each animation.

DB works to complete a website within given timelines. The typical timeline for a Premium website is six to seven weeks and two to three weeks for a Standard website. In order to keep to these timelines, the Client agrees to be responsive to DB requests for information, content, photos, text, or whatever information is necessary to complete the website. Lack of responsiveness will unduly delay the website. If the Client remains unresponsive for one month, DB will consider the website project to be “on-hold” and will lose any priority status for completion. If the Client remains unresponsive to e-mails or phone calls for an additional two months, making the total time of unresponsiveness three months, DB will consider the project completed and will no longer make any attempt to contact the client. The website will be posted “live,” if possible. If the Client contacts DB after this time period, DB reserves the right to make additional charges, solely at its discretion, and additional charges will depend on the amount of work required to change and re-post said website.

The Client must own all content provided to DB. By providing content to DB, the Client declares that it has purchased or has rights to use provided content. The Client assumes and accepts all responsibility for all content provided to DB. The Client will not hold DB responsible for any content provided by the Client for their website. Once Dental Branding is paid in full, the website ownership is transferred to the Client.

DB reserves the right to refuse to do business with any Client for any reason or whose website engages in any pornographic or obscene material or services, or whose site promotes any service or product deemed as harmful by DB, i.e., marketing of any illegal product or substance. DB will not execute or assist with any domain transfers as part of this agreement. Domain transfer is the responsibility of the Client and is not part of this agreement.

By replying, “Yes, I agree” to the email this contract was attached to, Client understands and agrees to this website creation agreement and gives DB permission to charge Client’s credit card.