**Mallory Giambra Marketing - Policies / Terms of Service**

**Privacy Policy**

Mallory Giambra Marketing will not share or sell any of your details with third policy companies unless required by law or with your permission. The information I collect will be used to maintain work related matters.

**Ownership of Website**

Upon completion of your website design and agreed upon payment, the client is the owner of the website. The client may continue to use the commissioned website to promote his or her company or organization regardless if he or she chooses to continue further services with Mallory Giambra Marketing. The client does not have the right to resell the design or development to other companies. The client does have the right to add pages onto the existing site or have another company add pages to the commissioned websites design/development.

**Ownership of Website Domain Name**

Website domain names are purchased from domain name registration companies i.e. GoDaddy or Weebly. When Mallory Giambra Marketing registers a domain name for a client, that registration will be made in the client’s name, and the client will own that domain name. Upon payment the client has the right to use the domain name regardless of whether he/she chooses to continue further services from Mallory Giambra Marketing. Domain name renewal fees are the responsibility of the client. If the client chooses to have Mallory Giambra Marketing renew the domain name on behalf of the client, additional service fees will apply. Mallory Giambra Marketing strongly encourages clients to closely monitor the renewal date of the registered domain name, and is not responsible for expired domain names and or problems with the registered domain name. Domain name issues should be taken up with whomever the domain was registered through and Mallory Giambra Marketing is not responsible for any issue with the clients’ domain name.

**Development – Weebly, Div Tag, PayPal**

Website design is developed using Weebly, and additional templates if chosen are developed through Div Tag Weebly Templates. If the client chooses to have an ecommerce website, the online store will be set up through PayPal. All hosting is provided free of cost through Weebly. Mallory Giambra Marketing is not responsible for any glitches or malfunctions with the Weebly, Div Tag, or PayPal programs. Both Weebly and Div Tag are legitimate programs which will only positively affect your website. For Weebly’s privacy policy please visit http://www.weebly.com/privacy.php

* **Compatibility –** Weebly websites are designed to be compatible with every web browser, and Div Tag Plug-ins are compatible with the following web browsers;
	+ Internet explorer
	+ Google chrome
	+ Firefox
	+ Safari
* Some plug-ins are only compatible with the most up to date versions of internet browsers, Mallory Giambra Marketing is not responsible for specific pages or plug-ins to not be visible on some browsers

**Copyrights and Trademarks**

The client unconditionally guarantees that any elements to text, graphics, photos, designs, trademark, service mark, or other artwork furnished to Mallory Giambra Marketing for inclusion on the website project are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will protect, indemnify and defend Mallory Giambra Marketing from any liability (including attorney’s fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the client. It is up to each client that his or her design and or content does not infringe on any service mark, trademark, or copyright and Mallory Giambra Marketing cannot be responsible for intellectual property infringements on behalf of clients. Mallory Giambra Marketing is not responsible for submitted content.

**Website Maintenance**

Upon the completion date of the website, Mallory Giambra Marketing will perform any desired maintenance of your website for up to one month of the completion date. After the one month period, a flat rate of $20.00 per hour will be charge for any new additions or maintenance of the website. Clients have 30 days to pay any maintenance fees. If maintenance fees are not paid after 30 days, an additional $15.00 will be charged every additional 15 days payment is late.

If the client chooses to perform maintenance his or himself, Mallory Giambra Marketing is not responsible for any lost or damaged information incurred by the client. In the event that information is lost or damaged, Mallory Giambra Marketing will charge the client to restore the lost information at an hourly rate of $25.00.

**Project Timeliness and Completion**

Mallory Giambra Marketing cannot complete a website if the client does not provide the desired content (text/photos to be used in the website) or other required elements. Both parties must work together in a timely fashion to complete the website in a reasonable amount of time. We agree to work expeditiously to complete the website in no longer than 30 days. If the client does not supply the proper content within 45 days of the agreement, the entire down payment of the agreement shall be retained by Mallory Giambra Marketing whether the client provides the missing content or not.

**Search Engine Optimization, Social Media Marketing, and Marketing Plans**

Mallory Giambra Marketing offers basic SEO and Social Media Marketing. The SEO portion will be a basic campaign with listings on the most popular search engines, along with the correct placement of keywords and links on your website. Mallory Giambra Marketing is not a SEO expert firm, and will get your website placed as highly as possible with the given keywords and links. Once the site is finished it is the client’s responsibility to maintain SEO or bring in a third party vendor to control SEO. Social Media Marketing will be put in place depending upon which social media outlets the client chooses to use. Mallory Giambra Marketing will set up social media pages and maintain them throughout the one month time period. It is then the client’s responsibility to maintain the sites unless the client wishes to continue to have Mallory Giambra Marketing to maintain the sites, which will be an additional cost.

If a marketing plan is created, the services listed in the plan will be tailored to meet the needs of the clients given company. Mallory Giambra Marketing is not required to follow out the plan for the client unless the client wishes to have Mallory Giambra Marketing to maintain and follow through with the marketing tactics in the plan.

**Payments**

Payments must be made promptly backed on the agreed upon terms of the website project. Payment scheduling goes as follows; half of the agreed upon price upfront, $100 of which is a non refundable down payment. *Mallory Giambra Marketing reserves the right to change pricing at anytime during the project if additional work is done*. After the completion of the website and approval of the client, the remaining balance of the agreed upon payment is due. Once the final payment is received, Mallory Giambra Marketing will publish the website and it will be live. Mallory Giambra Marketing reserves the right to remove any website project from viewing on the internet until final payment is paid. Payment for services provided by Mallory Giambra Marketing shall be made in accordance with the conditions contained in the contract and the agreed upon pricing package. Websites will not be published until final payment is received. If final payment is not received after 30 days of the completion of the website, the client will not be refunded of any amount paid prior to completion.

**Quality Guarantee**

Mallory Giambra Marketing takes pride in offering professional and affordable marketing and website design services as well as professional customer service. I will make an effort to ensure that every aspect of each client’s given project is to the clients liking, Mallory Giambra Marketing cannot control every variable. It is up to each client to regularly test the functionality of his or her website and additional products to ensure everything works as desired. If any problem is discovered at anytime please contact Mallory Giambra Marketing as soon as possible so I can take immediate action to get your products functioning properly. Mallory Giambra Marketing is not responsible for any perceived loss in revenue under any circumstance. Mallory Giambra Marketing will not publish any website until the client is fully satisfied.

**Termination of Services**

 If the client changes his or her mind about completing work with Mallory Giambra Marketing during the course of a project in any phase, the client will be responsible for the amount of work already completed. Depending upon the amount of work that has been completed at the time of the cancellation, this may result in the client receiving a partial refund, or no refund at all. Once site is complete and final payment is made there will be no refunds.

**Changes to Terms of Service**

Mallory Giambra Marketing has the right to change these terms of service at anytime for any reason.

**This Agreement**

This agreement constitutes the sole agreement between Mallory Giambra Marketing and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. By signing this agreement you are agreeing to the terms, conditions, and stipulations of this agreement on behalf of you and your organization.

* Website
* Standard SEO
* Social Media Marketing
* Marketing Plan
* Marketing Materials
* Marketing Management

**Price: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\***Pricing subjected to change throughout the duration of the project

**Agreed To:**

**Client:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mallory Giambra Marketing**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_