RAINCLOUD
WEB DESIGN & DEVELOPMENT SERVICES

TERMS AND CONDITIONS

DEFINITIONS:

Developer: RainCloud Web Design and Development Services

Client: _____

Services: Any task or series of tasks done by the Developer on request from the Client, or as part of fulfilling a request from the Client.

Product: Any code, images, markup, scripts, content, customized website created by the Developer while performing Services.

TERMS:

1. **Rate:** Services shall be billed to the Client based on the pricing plan chosen by the Client.

2. **Process:** Services that will be provided by the Developer will be limited within the services included in the pricing package chosen by the Client. The website will be created under the Developer's server and will soon be transferred to the main website server.

3. **Payment:** All pricing plans will be paid in full. Invoicing, payment terms and services will be served in any of the following circumstances.

   1. If Client requires the Developer to install and work on the project under the Client's domain and server, the payment must be paid in full before the project starts.

   2. If Client agrees with the Developer to install and work on the project under the Developer's domain and server, and will soon be transferred to the Client's domain, the payment may be paid in full when project is completed or before transferring the website to the Client's server.

   3. If the project reached 3 months (complete or in progress) and still unpaid, the project payment must be settled under any circumstance.

   4. If the project was paid, and the project has started but the Client hasn't been active in finishing the site within the discussed range of date, the project will be considered complete after 6 months.

4. **Ownership and Copyright Claims:** Copyright of all Products created while performing Services for the Client will be transferred to the Client upon receipt of payment in full, except in cases described in the next term.

5. **Copyright Exceptions**

   1. The Product will carry credits to the Developer (i.e. Developer's website link in the footer of the website)
   "Website Design by RainCloud Designs."

   2. The Developer can display the Client's name and Product brand under the Developer's Clients website page.

   3. If the Client is a web design agency or a team and wishes to remove the Developer's copyright claims of the website project, an extra fee of $25 may be paid by the client to remove the Developer's Copyright Claim. This is exclusively available for Cumulus Plan and not for Clients who availed Basic, Stratus and Cirrus Plans.

6. **Free Services.** The Developer provides free Services even after the Product is done. These free services are included in the Extras Section of each Pricing Plans. These free Services include:

   1. Small website updates such as posting of blogs, creating of pages, creating and posting images, etc.

   2. All website-related digital or print graphic designs

   3. Free Services will be provided and will last depending on the chosen Pricing Plan.

7. **Free Services Exception.** Free Services are provided except in cases described below:

   1. If Client requested for a hard-coded website update, then it will not be considered free.

   2. Digital and print graphic designs will not be considered free if it is not related to the Product handled by the Developer.

   3. A total website redesign or recreation will not be free of charge.
   4. Large amount of tasks needed and requested urgently will not be considered free.

   5. If these Extras ended based on its duration in the chosen Pricing Plan, the said services will no longer be free and should contact the Developer for a project/task based transaction.

8. **Referrals.** The Developer may arrange referral rates to Clients who are willing to make partnership with the Developer by promoting and referring new Clients

9. **Refunds.** No refunds shall be given to the client once the project has started, or once graphic designs and/or web development services has been rendered.