



Terms of Service Agreement for “PriscillaPress Basic & Beyond” Projects

This Terms of Service Agreement has been prepared for PriscillaPress Clients [from this point known as “Client”] and describes the terms and conditions to which all clients must agree when they secure **PriscillaPress Basic & Beyond** services from Priscilla Christian Graphic Services [from this point known as “PCGS”].

Fees and Terms for PriscillaPress Basic & Beyond

1. Each individual **PriscillaPress Basic & Beyond** project represents a unique engagement. There will be a no-fault, no-obligation policy for the renewal of PCGS services for either party whether or not a project or any task is completed.
2. Client will be kept informed on the amount of work completed and where we are in the **PriscillaPress Basic & Beyond** cycle. A brief timesheet .xls document with task descriptions for the sake of itemizing will be provided.
3. This agreement will become effective when signed by Client, and continue until terminated by either party. Either party may terminate this agreement at any time. PCGS shall be entitled to full payment for all services performed and expenses incurred on behalf of Client, including subcontractor fees, prior to the date of termination.

Full Disclosure

1. PCGS is required to disclose any outside activities or interests that conflict or may conflict with the best interests of Client.
2. PCGS is not an Attorney, nor licensed to practice law. Discussions that skirt legal issues should be interpreted as opinions, or things to consider. If legal advice is desired, consult an Attorney.
3. PCGS is not a CPA, nor a Tax Professional. Site planning sometimes will involve financial decisions. When Accounting or Tax advice is needed, contact a CPA or Tax professional.
4. Client maintains control of all decisions and should reject advice with which they do not agree.
5. PCGS can not control future events, therefore cannot be responsible for long-term outcomes of site planning, development, or marketing strategies.

Payment

Payment for each **PriscillaPress Basic & Beyond** project can be made via check or credit card through a mutually agreed upon online payment service.

The current rate of payment for **PriscillaPress Basic & Beyond** services is posted on the PriscillaPress.com web site.

Scheduling

Client understands that once payment is made in full, Client’s project will be added to the PCGS calendar for work to begin within 30 days of payment unless otherwise arranged.

Milestones for Completion of Project

The **PriscillaPress Basic & Beyond** project is promised to be complete 45 days once ALL content listed in the (see: “PriscillaPress Client Will Provide” section) has been provided to PCGS.

Staging Area and Launch of Project

Client’s project will be staged in a development/temporary location during the development phase.

The PCGS staging area does not use the client’s domain name and is not indexed by Google.

Once approved, Client’s project will be launched/deployed to a managed WordPress hosting account where they will enjoy the balance of one [1] year of **PriscillaPress Maintenance** from the original date of purchase.

Once launched, Client’s site will be visible via Client’s domain name and will become indexable via Google.

Hosting and Maintenance Service

1. **PriscillaPress Basic & Beyond** includes one [1] year of managed WordPress hosting known as **PriscillaPress Maintenance**.
2. **PriscillaPress Maintenance** will include vital tasks such as:
 - a. 30 minutes quarterly (Two [2] hours total per year) of site edits upon written request from Client.
 - b. Daily backups
 - c. Security monitoring
 - d. WordPress and plugin updates
3. **PriscillaPress Maintenance** rates are subject to possible rate increases after three [3] years.

PCGS Will Provide:

1. 22 hours of labor, which can include: consulting, phone calls, meetings, design and web production services.
2. Installation and configuration of WordPress with a mobile responsive theme.
3. Installation and configuration of one [1] WordPress membership plugin that will display content to logged-in members.
4. The following list details public and private pages included:
 - a. One [1] Home page (public: sales page)
 - b. One [1] Features (public: sales page)
 - c. One [1] “Buy Now” (public: sales page)
 - d. One [1] Thank You page (post sales)
 - e. One [1] About page (public: page)
 - f. One [1] Terms of Service page (public: page)
 - g. One [1] Members Account Profile (private: page)
 - h. One [1] Members Account Subscriptions (private: page)
 - i. One [1] Members Account Payments (private: page)
 - j. One [1] Contact page (public: page)
5. One [1] Membership level with six [6] protected membership content pages
6. Sales integration with Client’s PayPal Standard or Stripe account.
7. Let’s Encrypt SSL certificate installation.
8. One [1] Blog template public page to index posts created by client
9. One [1] email auto responder
10. Installation and configuration of one [1] WordPress forms plugin.
11. Creation and placement of one [1] opt-in form and one [1] contact form.
12. Installation of a security plugin.
13. One [1] year of **PriscillaPress Maintenance**, please see: **Hosting and Maintenance Service** section.

PriscillaPress Basic & Beyond Does Not Provide:

1. Labor beyond 22 hours of labor (noted above), consulting, or web production services.
2. Photo galleries, sliders, portfolios, testimonial deliveries, accordion and tabbed content sections are considered on a case by case basis as they can often require additional labor.
3. Extensive custom design services such as logo, graphics, illustrations, photography, copywriting, marketing, or Search Engine Optimization (SEO) services.
4. Developer services such as custom programming for extended features.
5. Installation and configuration of additional free or premium plugins.
6. Course testing.

However, all these services are available for an additional fee.

Plugins and Premium Plugin Licenses

1. The use of premium WordPress plugins is included with **PriscillaPress Basic & Beyond** for the first year. Premium WordPress plugin licenses will continue as long as Client continues to maintain a PriscillaPress Maintenance subscription. Otherwise, Client will need to purchase their own licenses.
2. Plugins used in **PriscillaPress Basic & Beyond** are selected by PCGS for Client. There are no substitutions without consent and an additional fee.

PriscillaPress Client Will Provide:

1. Expenses for domain name registration.
2. Original graphic files including any desired photographs or graphics.
3. Out-of-pocket expenses to third party vendors for any Client-approved additional software, plugins, services, programming, scripts, graphics or stock images that may prove necessary.
4. Access to vital accounts. Supply URL, username, and passwords for integrations to Stripe, PayPal, MailChimp, Vimeo and other needed services.
5. Written text for all public and protected pages including:
 - a. Home page (public: sales page)
 - b. Features (public: sales page)
 - c. "Buy Now" (public: sales page)
 - d. Thank You page (post sales)
 - e. About page (public: page)
 - f. Terms of Service page (public: page)
 - g. Contact page (public: page)
6. Collaboration for all creative and strategic aspects of this project.
7. Marketing plan, content, talking points
8. All curriculum such as written text, photography, downloadable files, and video for protected pages.

Regarding Client-Supplied Materials

Client assures a Warranty of Originality. Client warrants and represents that, to the best of his/her knowledge, that:

1. The materials provided to PCGS are original and have not been previously published, or that consent to use has been obtained on an unlimited basis.
2. That all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained by Client on an unlimited basis.
3. That the work prepared by Client does not contain any scandalous, libelous, or unlawful matter.
4. All Client-supplied graphics, photo images and written copy are understood to be the property of the Client.
5. PCGS will not be held responsible for any copyright infringements

derived from any images submitted by the Client.

6. That Client has full authority to make this agreement.

Sales Tax

No California state sales tax is expected to be due. However, should PCGS discover that a sales tax charge is necessary, the Client will be responsible for the payment of such tax.

Domain Name Ownership

Unless otherwise arranged, domain name will be secured and owned by the Client. Permissions (login URL, username, and passwords, etc.) to access the domain registrar will be provided by the Client or their representatives.

Limited Liability

Neither party shall be liable for the other's lost profits, or special, incidental, or consequential damages. PCGS's liability to Client shall not exceed the amount paid by Client to PCGS for the work. Client agrees to be available for and to provide final approval for all work before it is sent to a third party for final production, including but not limited to print, web design and development, "live" activation of web content, electronic or hard copy publication, and app development and release, as well as any other public release of the work, and shall release PCGS from all liability for errors and omissions in such materials once Client has granted his/her approval.

Arbitration

This Agreement, and any related Statements of Work, shall be construed in accordance with, and governed by, the laws of the State of California without regards to Conflict of Law principles. In the event of any dispute or disagreement with respect to the meaning, effect or interpretation of this Agreement or in the event of a claimed breach of this Agreement, the parties hereto agree that such dispute shall be determined by binding arbitration conducted by the American Arbitration Association pursuant to its commercial arbitration rules. The arbitration shall be conducted in Orange County, California, unless both parties agree in writing to a different location. The arbitration award is enforceable as a judgment of any court having proper jurisdiction.

Thank You!

Thank you for consideration and this opportunity to serve your business. If you have any questions or concerns with this agreement, please feel free to contact my office at your earliest convenience. I look forward this new opportunity and to a terrific creative relationship.

Wishing You Continued Success,
Priscilla Christian

