



Terms and Conditions

Money Back Guarantee

- 1. We guarantee that you will be satisfied with the website we design:** We know that signing up for a new website can be a daunting process filled with questions like "Will I like the site design?". Well we want to make choosing us simple. The first step in our process involves a content structure and visual website design - this step will give you a good idea of how the site will look visually. If you are not completely satisfied with the site design which was produced and if we cannot change it to your liking then you can tell us and we will refund any money you have paid. Simple and easy. This guarantee extends to the point of site design only and does not cover the development phase once the design is signed off.

Initial Term and Products

- 2. Pay your website over a term:** To make it easy for you to be able to afford one of our websites we offer a term payoff which includes not only the website but also some additional services as specified during this term. The term over which you pay your website is referred to as the initial term. After this term you will have the option to select one of various hosting packages and services. See the hosting section below for more on hosting options.
- 3. Your website includes:**
 - Design and development of a website of about fifteen pages.
 - Twenty four months prime hosting which includes hosting and a CMS.
 - Upgrades to the wagtail CMS once per year.
 - Adding of website sitemap xml files to Google and Bing and automating this process.
 - Security certificates for SSL encryption and renewal of the certificates every three months.
 - Assistance with linking your web DNS to our new website.
 - Technical support and assistance.

Payment Obligations, Renewals, and Cancellations

4. **Website Design Payment Obligations:** Your first down payment is due upon signing of the order form. Further payments towards your total outstanding balance are due monthly starting the month your site goes live. The terms of payment is detailed on the first page of your contract.
5. **Website Development Cancellation:** Our money back guarantee covers the design phase. Any cancellation received before the site design is approved by you via email will result in a complete refund of your initial payment. Once the site design has been approved by you the development phase starts and the money back guarantee will not apply any longer.
6. **Stock Photography Payment Obligations:** We provide up to twenty high definition stock photography photos as part of the site design. These stock photographs are only licensed to be used on our web platform and our license does not allow you to download the photographs or to use them for any purpose apart from this website hosted on our platform.
7. **Description of Ongoing Costs:** There are three types of ongoing costs: domain registration, hosting and services.
 1. **Domain name registration:** Our suggestion is that you maintain ownership of your domain at all times. We will assist you with linking your domain to the website once we are ready to go live. We can also register and manage your domain for you at an additional cost.
 2. **Hosting:** Every website we build is based on the VoyagerNetz Delta LLC Web Platform which is tightly integrated into our public cloud hosting platform. We include 24 months hosting as part of our initial term after which you will be provided with several hosting options.
 3. **Hosting Cancellation:** After the initial term hosting can be canceled by sending a notice of cancellation to marketingnetz@voyagernetz.com - hosting will be canceled at the end of the month in which the notice is received. You will be obligated to pay all fees and charges accrued prior to the effective date of the cancellation.
Content Services: Once your site design is signed off we will make up to five minor changes to the site layout and content without any additional cost up to the point of Go Live. Any additional changes you require us to make will

be charged for at our standard hourly content services rate which is available on our pricing page. As part of the included premium hosting plan you will be able to log in to the back end CMS and make content changes yourself. We will assist you with this at no additional cost. Our assistance will be to help you make the changes yourself and we will not make the changes on your behalf.

4. **Search Engine Marketing:** Our website offering include initial search engine marketing and optimization services as part of the development and design phases. You will be required to provide some information and we will then continue to perform an initial optimization of your site focussed on getting your site to rank on those keywords. We do not provide a guarantee that the site will achieve certain rankings ,however, we have been very successful at achieving results and will apply these same methodologies to your site. These services will be provided up to the point of Go Live and further optimization will be done for another thirty days after this point. We include a automated site map which we will register with the Google and Bing search engines.
8. **Website Technical Maintenance:** We include all technical maintenance in all of our hosting plans.

Development Process

1. **Design Phase** – Once the site design is approved by the client, usually via email consent, the design is considered ready for development. Should the client wish to make more than five minor changes to a design they have approved, those changes are billable at our standard hourly rate. We do not include logo design in our design phase.
2. **Menus** – Once site menu structure is approved by the client, usually via email consent, the site navigation is considered ready for implementation. Combined with the approved graphic design, this becomes the site structure. Once we build this structure per client approval, any subsequent changes are billable at our standard hourly rate.
3. **Content** – Provision of content is customer's responsibility ,however, we do provide content advice during the design phase.
 - **Text content** – Copy for all website pages and links needs to be delivered digitally and should

be carefully proof-read by the client. Two rounds of revisions will be provided free of charge. Subsequent revisions will be billable at our standard hourly rate.

- **Copy development** – Should client wish VoyagerNetz Delta LLC to develop content for the site, website copy is billable at our standard content services hourly rate. Development of copy is accomplished via VoyagerNetz Delta LLC consultants interviewing the client about the topic areas to be addressed on their web pages. VoyagerNetz Delta LLC then composes appropriate copy, submits to the client for review, edit, and approval. Approved copy is then posted to the web pages.
 - **Graphical content** – Images outside of the website design must be provided by the client in digital form or in a form that can be easily scanned. We do provide up to twenty high definition stock photography images as part of our web design service. These images are licensed only for use on the website.
4. **Migration** – As part of the initial site design we will build a structure for articles and content - we will also migrate up to twenty pages from a previous site into this structure. Additional migration will be billed at our standard content services hourly rate.
 5. **Training** – As part of your premium hosting plan you get login access to a back-end cms system. We provide training and assistance on this at no additional cost. Training session will last fifteen to thirty minutes and will be scheduled similar to a normal business meeting. You can request training and assistance via email.
 6. **Technical Support** – We offer email based technical support. We will also provide emergency contact numbers to be used in case of site outages.
 7. **Estimated Completion Times** - The website design and development phase takes approximately two months. Site design and development start on a scheduled basis and will be scheduled as soon as we receive your signed order with initial payment.

Training and Tutorials

Because customer service is an integral part of our business strategy, all of our projects include a one-time complimentary training session in order for our clients to better make use of their new web technology.

Domain Transfers and DNS Management

We assist you with DNS management ,however, in cases where you have a complex pre-setup DNS setup we will require that your technical support get involved and make the changes.

Websites with Proprietary Source Code

Should client contract with VoyagerNetz Delta LLC to write custom code for a website application, this code is not transferable to a new developer and cannot be hosted on a platform other than the VoyagerNetz Delta LLC platform unless specifically agreed to in writing. Custom written source code is considered the property of VoyagerNetz Delta LLC and cannot be shared with other developers. Clients are granted a license to use custom software code while on VoyagerNetz Delta LLC hosting platforms only. VoyagerNetz Delta LLC retains ownership of the intellectual property rights to the code.

In most cases, VoyagerNetz Delta LLC will install software for the client's use that has been built by a third party. For example software libraries and apps. In these instances, clients will be subject to the terms and conditions of the third party who owns the software, and may use the software as a licensee only. No ownership rights of any kind are transferred to the client.

Clarifications and answers to common questions

In this section we deal with common questions from customers and the questions are stated from the perspective of the customer. 'Our' and 'we' in the question refer to the customer and in the answer it refers to VoyagerNetz Delta LLC.

What are the costs?

VoyagerNetz Delta LLC offers different packages and services and the cost will be detailed on your contract product details section.

How does the billing work?

Sites are billed upfront and the downpayment payment is made over a term. See the details on billing and payment in the Payment Obligations, Renewals, and Cancellations section.

Will VoyagerNetz Delta LLC do our branding?

Our expertise is in building beautiful corporate websites. MarketingNetz Web does not offer branding services ,however, we can refer you to any of our brand building partner who will be able to work with you to build a beautiful brand for your business at an additional cost. If you already have a brand and a color-scheme then we are ready to get going.

Can we host our own site?

MarketingNetz Web hosts our sites on a platform which was specifically designed to securely and efficiently host MarketingNetz Websites. Sites cannot be hosted

through any other provider. We host using some of the latest technologies available to ensure stability, security and speed.

What type of hosting is included in MarketingNetz Web?

We include premium hosting in all our websites for a period of time. This means that websites are hosted on our Cloud Infrastructure on a single node and you will have back-end secure login to a CMS which we also maintain as part of the hosting. This hosting is included for two to three years depending on the type of website you bought. Options for entry level, intermediate and premium hosting are available after the initial term.

What if we want to change the site after sign-off?

As part of premium hosting you get a back-end login to the Wagtail CMS system. You will be able to modify content on Wagtail and we include support for this in our premium hosting plan. If you would like we also provide content service where we can make changes on your behalf at our standard rates.

What type of support is included in MarketingNetz Web?

MarketingNetz Web includes basic support which gives you the following:

Access to email support. All responses will be returned within 48 hours on business days.

Will you SEO the site?

Yes. As part of our service we will work with you to understand the profile of your customers and create a website that will entice qualified prospects to visit. We include three focussed SEO optimized landing pages as part of the site design.

How do you provide Password Protection?

Each user of the Client will receive an account and password to access the Services. The Client is responsible for maintaining the confidentiality of the account and password information. The Client is fully responsible for all activities that occur under its password or account and by its users. The Client understands and accepts that VoyagerNetz Delta LLC cannot be held liable for any loss or damage arising from the Client's failure to comply with this paragraph.

What is your Data Integrity policy?

The Services are regularly backed up. In the unlikely event that the Services should experience system failure, VoyagerNetz Delta LLC will make its best efforts to return the system to its exact state as it existed prior to the failure. In the event this is not possible, the most recent backup will be restored. The Client understands that such loss of data can occur. VoyagerNetz Delta LLC's liability in such a case where a customer experiences data loss will be limited to an amount equal to twelve month's hosting payments.

What is your System Availability?

The Services have been designed to provide a highly available environment. However, the Services may become temporarily unavailable due to upgrades, system maintenance or unforeseen technical issues. In these instances, VoyagerNetz Delta LLC will make its best effort to return the system to its functioning state as soon as feasible. The Client understands and accepts that said temporary system unavailability may occur throughout the duration of this Agreement.

Who owns the Responsibility for Content?

The Services function as a communication device between the Client and surrounding communities. The content of these communications are the sole responsibilities of the users from which this content originated. VoyagerNetz Delta LLC does not control the content posted and, as such, does not guarantee the accuracy, integrity or quality of such content. VoyagerNetz Delta LLC will not be liable in any way for content.

With that said, no subscriber, customer or user may upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way content, software or other material that is protected by copyright or other proprietary right, without obtaining any required permission of the owner. Any material shared by the Service must conform with the Content Sharing Agreement (version 10/2013).

Stock photographs provided by VoyagerNetz Delta LLC are licensed only to be used on the website and may not be downloaded and used for any other purpose.

What type of conduct do you expect from your clients?

Users shall not explore the Services and attempt to find security weaknesses. Any attempt to "hack" into the Services will result in suspension of the user's privileges and notification of the Client.

Can I improve or modify the website services?

No. In an effort to improve quality, reliability, performance and features, only VoyagerNetz Delta LLC shall make changes to the Services throughout the duration of this Agreement. VoyagerNetz Delta LLC reserves the right to modify the Services without notice. VoyagerNetz Delta LLC shall not be liable for any modification, suspension or discontinuance of the Services or any part of the Services. VoyagerNetz Delta LLC will make the final decision as to any/all changes made to the Services.

Do you have an Indemnity?

Yes. The Client agrees to indemnify and hold VoyagerNetz Delta LLC and its officers, agents, employees, and other partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of its use of the Services and any of the subject matter set forth in this Agreement. Compensation paid to customers due to service downtime will be limited to twelve months' hosting fees.

How does an Extension of Agreement work?

On or before the end of the initial term, VoyagerNetz Delta LLC will contact you to determine your hosting and service offering going forward.

What are the Disclaimer of Warranties?

The Client expressly understands and agrees that the use of the Services is at its sole risk. The Services are provided on an "as is" basis. VoyagerNetz Delta LLC expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, or fitness for a particular purpose and non-infringement. VoyagerNetz Delta LLC makes no warranty that: 1) the Services will meet your requirements; 2) the Services will be uninterrupted, timely, secure or error-free; 3) the information obtained from the Services will be accurate or reliable; and 4) any errors in the Services will be corrected. No advice or information, whether oral or written, obtained by the Client from VoyagerNetz Delta LLC or through or from the Services shall create any warranty not expressly stated in this Agreement.

What is the Limitation of Liability?

The Client expressly understands and agrees that it will not hold VoyagerNetz Delta LLC liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from: 1) the use or the inability to use the Services; 2) the cost of procurement of substitute services; 3) unauthorized access to or alteration of the Client's data; and/or 4) any other matter relating to the Services. Without waiving the foregoing limitation of liability, in the event the Client should pursue any cause of action under this Agreement involving VoyagerNetz Delta LLC, at VoyagerNetz Delta LLC's discretion it may terminate the Agreement by refunding the subscription fee paid for the current year.

Hosting and Services Pricing 2019

Hosting	\$ 15 - \$ 25 per month
Per hour services	\$ 80 per hour

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