

## **The Little Guy LLC**

P.O. Box 1094  
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### **Web Design, Graphics Design & Internet Marketing Services Policies, Terms and Conditions**

1. **The Little Guy, LLC**, hereafter referred to as *the company*, is a Limited Liability Company registered as such with the North Carolina Attorney General's Office. We are dedicated to providing quality yet affordable technology products and services, websites and internet advertising strategies to small businesses. It is our goal and intention that no business go without the opportunity to use these powerful mediums, no matter what the size of the business or organization.

2. These *Policies and Procedures* are established to maintain a fair and productive relationship between the company and our customers. Changes may be made to this document at any time by the company without notice, however all prior agreements will still be honored without modification in the interest of fairness.

3. Website hosting and maintenance agreements that are entered into on a non-contractual basis will have the original terms of the agreement in effect and honored for one year beginning on the date of project completion unless otherwise agreed upon in writing. These terms are with regard to monthly charges and level of maintenance performed each month. At the end of this term, the company may impose any current policies, charges, fee schedules or other items that have been updated during the period of the previous year. The customer may, at their discretion, choose to continue service under the current terms of service or may terminate their service with the company at such time. If no notice is received by the company via mail or email as of 30 days prior to the end of the original term, the company will continue services uninterrupted and charges will be assessed to the next billing cycle.

4. Definitions:

- **Hosting** – Service that places a website on our servers. All company hosting plans include the cost of domain registration and one email account.
- **Domain Registration** – Service by which a domain name is secured for use in directing traffic and identification to a customer's website
- **Webpage** – a 1094 x 768 pixel area limit allowed per page of any website. No site will be built in excess of 1094 pixels wide, and most do not exceed 950 pixels wide as a matter of quality and practicality of use. Websites that exceed 768 pixels in height will be charged an additional page either as part of the customer's purchase package or as an ad hoc service.
- **Graphics design** – the custom design, creation and/or digital rendering or modification of images and or graphics for use on customer websites, print and/or other marketing uses.
- **Little Guy Basic Package** – A packaged website designed for small businesses which includes 6 1094x768 pixel web pages, basic design services for web banner and basic site elements, inclusion of customer provided logos, graphics and photographs. Basic included design services are further defined as a basic set-up of logo and text with Adobe PhotoShop design elements as part of customer's basic page layout, along with shapes, lines and other basic elements that provide site cohesion. In no case will this package include design services that are in excess of 2 hours for detailed modification and or creation of complex designs. Additional services available at regular fee schedule.

5. The company's standard normal hourly rate for web design, graphics design and/or IT support services not outlined as part of any hosting, email, marketing, maintenance or other account will be \$75.00 per hour charged in 15 minute increments. On-site service calls will be assessed at a minimum one hour charge and an additional \$15.00 trip charge with-in the town of Hope Mills, NC

and with-in a 15 mile radius of Hope Mills, NC. Additional mileage will be assessed at a rate of 25 cents per mile.

6. Each website designed by the company will be optimized to make it more appealing to searchbots that crawl the internet, looking for content relevant sites to satisfy the desired search results. We may make recommendations and can provide assistance in registering individual sites with major search engines, including the Google network, asking that they crawl the new site and index its content. Additionally, we may offer to add the site to our Google Places and Google Maps accounts. To do so requires a telephone number and assistance from the customer. There are no other marketing activities included in the marketing of a customers site that are guaranteed and customers must take ownership in their own individual efforts to marketing their sites by internet, print, signage or whatever means desired as part of their marketing plan. While we will make our best efforts to advise and *may* offer additional marketing programs for additional fees, the company can not be held responsible for site rankings or other limitations of related to the searchability of the customer site.

7. Website hosting and maintenance agreements may be canceled at any time by the customer after a period of three months unless otherwise agreed upon in writing. We do not require a contract to allow you, the customer maximum freedom and flexibility and to build confidence and cooperation between you and the company. However, in order to maintain the affordable cost schedule that our customers enjoy, it is necessary to ensure that the site will be hosted for at least the first three months in order to cover the expenses incurred by the company in establishing our customers' domain name, email account, server space, and other related set-up expenses. Should cancellation become unavoidable, and desired by the customer, a notice of 15 days shall be required in writing from the customer after the initial three month start-up period. All domain name registrations remain the property of the company unless otherwise negotiated and compensation is agreed upon. Domain registration is available at a rate of \$25.00 per year per domain if not included as part of a hosting package. Additional domain configurations will be charged at normal hourly rates.

8. Stand-alone web pages currently offered under the name "*Economy Webpage*" will consist of one page containing up to two photos and/or logos provided by the customer, a short descriptive paragraph and contact information. Each page will be maintained on the company's server for a period of one year from the project completion date. These pages are offered at a considerably low price. As such, to remain a viable product, there will be no changes made to any stand-alone page during this period with the exception of any changes to the customer's contact information. A fee of \$10.00 will be assessed to the owner of any stand alone page for this service. All other changes will be assessed a rebuild fee equivalent to the original set-up fee.

9. Email accounts that are attached to an existing hosting account shall be free accounts as a service to our hosting customers, included in the hosting and maintenance accounts as a service to our hosting customers, included in hosting and maintenance fees. Email accounts not attached to a hosting account shall be available at a rate of \$10.00 per mail box per month. Each email account is set-up for user initiated changes and reconfiguration. Self-help and user friendly controls are available through the Help menu on each customer's home screen once logged-in. One password change / recovery will be included per month. Additional email assistance beyond the assistance described above which involves configuration by company personnel will be charged at normal hourly rates.

10. The current monthly hosting fee of \$32.50 includes domain fees, server fees, email set-up and up to 30 minutes of maintenance / changes as needed per month. Unused revision allowances do not carry forward. Additional changes will be completed at a rate of \$75 per hour billed in increments of 15 minute units.

11. The company will issue itemized monthly billing statements for charges incurred during that respective billing period for all accounts unless otherwise arranged. All account billing is due upon receipt. Payment is expected upon receipt, not to exceed 20 days past the billing statement date. For accounts that exceed this limit, a late fee of 10 % of the outstanding balance will be charged against the customer's account. Customers whose accounts exceed 30 days past due will be notified via

written and email notification. If there is no response and the account is not brought current by the 45<sup>th</sup> day past due are subject to cancellation at the discretion of the company. In all such cases, an additional late fee will be assessed in the amount of 20% of the outstanding account balance for each month that the outstanding balance remains unpaid.

12. A returned check fee in the amount of \$35 will be charged for all returned checks. All such payments that are paid by returned check will be considered unpaid until such time as payment is received.

13. No banner ads, listings, websites, links or any other material deemed by the company to contain obscenity, violence or other inappropriate content will be accepted or allowed to remain on any page managed by the company. We reserve the right to final authority for this determination and ask that our customers consider the values that are embraced by The Little Guy LLC in making a decision to do business with the company.

14. We will strive to make every effort to build a site to the liking of our customers to ensure a long and productive working relationship. We believe that there is no business too small to utilize the internet in a world where more and more customers go to the internet for information on their intended purchases. We welcome feedback and suggestions from our customers and your customers. Our promotional efforts will currently be centered in the civic and community activities of our target markets. Our target markets are concentrated in smaller municipalities in south eastern North Carolina.

15. These Policies, Terms and Conditions are subject to change without notice, however customers who provide a valid email address may request to be notified via email of changes to this document. Additionally, a current version of this document will be posted on the company website for review.

Document Initiated : May 26, 2006

Last Revised: February 2012 – Revision 7.0

- Revision 7.0 – *Item 11 changed to reflect policy to go in effect during Q2 2012 regarding a transition from a quarterly to a monthly billing period, and to list new customer service toll-free line for call routing.*