

Before agreeing to any service provided by dcerone, you must read, understand, and agree to the following contract. This contract was last revised on June 19, 2012. Questions must be directed to dcer@dcerone.com.

## Section 1: Financial Obligations

The following sections contain all information regarding your payment obligations.

### Section 1A: Payment Obligations

1. You agree to pay in full for any services offered by dcerone.
2. You agree to give dcerone one business day notice prior to canceling any services to be or are currently being provided.
3. You agree to meet any bill due dates for any services provided by dcerone, whether it is for a full payment at the start of any service provided or partial payments throughout any services timeframe. This includes:
  - a. Concept designs for websites (including logos, images, text, all multimedia, and programming).
  - b. Creation of websites (including logos, images, text, all multimedia, and programming).
  - c. All DC Care maintenance plans (further described in section 1D).

### Section 1B: Failure to Meet Obligations

1. You agree that failure to meet payment obligations, as outlined in section 1A, may result in persecution to the fullest extent of the law.

### Section 1D: DC Care Payment Obligations

The following applies only if you have opted into a DC Care maintenance plan.

1. You acknowledge you have the option of how to pay for your DC Care maintenance plan and recognize parts a through c below as options on how to pay for any DC Care maintenance plan and only one option may be selected.
  - a. You agree to pay the full amount posted on a one-time statement, prior to the start date of any DC Care maintenance plan posted on that statement.

OR
  - b. You agree to pay the full amount posted on a statement regardless of whether that statement is a re-occurring or one-time statement (one-time statements are only valid for DC Care One-Time Servicing or if part an in section 1D is chosen). You agree to pay each statement until all the statements.

OR
  - c. You agree to pay any amount more than the posted amount on a re-occurring statement so long as the DC Care maintenance plan selected by you is paid in full before the final statement date.
2. You agree to meet the payment obligations for any website hosting services that are not affiliated in any way to dcerone.
  - a. You agree that failure to meet the payment obligations for any website hosting services that impacts any of dcerone services may result in the inability of dcerone to provide any services. You will continue to pay for any services that were impacted by a failure of payment to a non-affiliate regardless of if any services can be provided.
3. You agree that you have the right to cancel a DC Care maintenance plan at any time for any reason with one business day notice. You will pay the remaining statement balance for the current statement pay period after canceling.

## Section 2: Services

The following sections contain all information regarding dcerone's services.

## Section 2A: General Services Guarantee

1. You acknowledge all services provided by dcerone are tailored to your needs as best as can be provided within dcerone's means (means defined below in part a and b).
  - a. Means is defined by cost to dcerone, benefit received from you, and time that will be required to provide any services.
  - b. All of these factors are taken into consideration when dcerone is deciding to provide any service.
2. You acknowledge that dcerone does not stress nor imply a 100% satisfaction guarantee or craftsmanship 100% free of defects.
3. You acknowledge that dcerone will provide any service so as long as dcerone accepts the project as defined in section 2A-1a, receives payments as defined in section 1, and is both financially capable and skillfully capable to provide that service.
4. You acknowledge that dcerone does not guarantee 100% uptime or reliability for any services.

## Section 2B: DC Care Guarantee

The following applies only if you have opted into a DC Care maintenance plan.

1. You acknowledge that all DC Care maintenance plans provide you with 24/7 email support as well as hosting, if hosting is included in your plan. Parts a through i discuss what is covered under all DC Care Plans except one-time service options:
  - a. UI design flaws.
  - b. Programming errors.
  - c. General and technical questions.
  - d. Video.
  - e. Audio.
  - f. Text.
  - g. Documents.
  - h. Logos.
  - i. Pages.
2. You acknowledge that DC Care maintenance plans, except for one-time servicing options, allow you to update your website as frequently as possible until the following occurs:
  - a. Your edits meet the maximum allowed data allowed to be transferred in your DC Care's service.
  - b. Your DC Care service expires.
3. You acknowledge that dcerone may be unable to service your needs if your hosting service is unavailable.

## Section 2C: Non-Profit/Research Services

The following applies only if you are a non-profit organization or if you are researching or developing a product or service with dcerone.

1. You agree that dcerone will retain full rights to any concepts designs or any completed designs provided until either the service dcerone is providing is paid in full.

## Section 4: Branding

1. You agree to keep the dcerone branding in a conspicuous place in any concept designs or any completed designs at all times. This includes but is not limited to:
  - a. The dcerone logo.
  - b. The dcerone brand name.
  - c. The tagline: "Designed by dcerone."
  - d. The external link to [www.dcerone.com](http://www.dcerone.com).
2. You agree to keep external links to [www.dcerone.com](http://www.dcerone.com) updated and keep any other branding elements as described in section 4-1 consistent with branding outlines that may be sent to you periodically via email.
  - a. Dcerone will update branding on our design if requested.
3. You agree that to remove dcerone's branding you must provide dcerone monetary compensation. Monetary compensation will be at dcerone's own discretion.

## Section 3: Privacy Policy

The following sections contain all information regarding dcerone's privacy policy.

### Section 3A: Privacy Policy Overview

1. You agree to dcerone's privacy policy which is outlined as follows:
  - a. dcerone does not share or sell any personal information collected from you unless information collected by dcerone is needed to provide a service. This includes, but is not limited to the following types of information:
    - i. Your requirements sent to dcerone, as written by you originally or edited by dcerone.
    - ii. First and last name.
    - iii. Email.
    - iv. Phone number (cellular, fax, home, and/or work).
  - b. The information outlined in list i-iv will only be used for a service after written consent from you.
  - c. The information outlined in list i-iv is not confined to be used for any specific services. Assume all services use this information to be completed.
  - d. By submitting any type of information to dcerone, listed in list i-iv or not, you fully release dcerone of any responsibility to punishment by law if any data is lost, stolen, or otherwise. dcerone respects your information and personal data. dcerone does not guarantee 100% protection of your data but takes the greatest possible care to safeguard your information.
  - e. You assume all liability when submitting any type of information to dcerone, listed in list i-iv or not.
  - f. You assume all liability when submitting any type of information to a third-party to complete a service.
  - g. All information submitted to dcerone will be kept indefinitely in an archive, and confidentially after the end of any services provided so long as dcerone find it pertinent to keep this information in an archive state (this is determined at dcerone's discretion). Information may be retrieved from an archive if another service is to be provided by dcerone.
  - h. The following applies to you only if you have a DC Care maintenance plan:
    - i. Throughout the life of your DC Care plan, your information will be readily available to dcerone and therefore not in an archive state.
    - ii. Your data will remain confidential unless an explicit consent is given to release any information.
    - iii. Your information will be archived once your DC Care plan has expired and is not renewed.
    - iv. You give dcerone consent to access your host to make changes to your website and release dcerone of any lost information, stolen information, or otherwise.

### Section 4: Conclusion

It is at all times that you are versed, understand, and agree to the terms as outlines above. This includes before initiating into a contract with dcerone or submitting any type information to dcerone. Failure to comply with this contract is punishable by law. dcerone reserves the right to deny service to anyone for any reason at any time. This contract may change at any time and changes will be sent to you when changes go into effect. This contract is binding.

**If you have read, understood, and agreed to this contract, please fill out the following information below.**

First & Last Name (Printed): \_\_\_\_\_

First & Last Name (Signature): \_\_\_\_\_

Today's Date: \_\_\_\_\_