

Terms & Conditions

Welcome to FOUNDATIONAL MARKETING. Thank you for taking the time to review the following Policies, Terms and Conditions listed below for Website Design and Marketing Services.

COMPENSATION

Payment in advance is required for all services. The Client Organization agrees to make all “One-time Services” payment in advance either purchasing directly in our website, or by our online gateway or check at the moment of signing any Agreement, in order to get started with any service. The Client Organization agrees to pay “Monthly Services” by automatic credit card transactions. Invoices will include monthly fees and any additional fees for any additional service that have been purchased by The Client Organization. Invoices will be issued, and automatic transactions processed on the Renewal Date. Foundational Marketing reserves the right to assess and collect late-payment charges of 1.5% per month on past due balances.

CANCELLATION POLICY

All agreements may be terminated with or without cause by either party upon thirty (30) days written notice. All services provided in advance will be charged upon early termination. 100% or partial refund if we have not fulfilled our obligations to deliver the work required under the agreement. Read Refund Policy below.

Foundational Marketing reserves the right to cancel any agreement on projects that are *abandoned* or lay dormant for more than 30 days with or without notice.

REFUND POLICY

A 100% refund will be made only in the event of a cancellation within 3 days of signing the initial contract. All sales are final. A project may be split into monthly payments as a courtesy to the client. Once a payment or deposit is made, ***it is non-refundable***.

All digital marketing packages including SEO and Social Media are not refundable, but the client may cancel with a notice written 30 days in advance. Read Cancellation Policy above.

We do not offer any refund for services already delivered, started, or any other miscellaneous charges which are non-recoverable for Foundational Marketing. No payment will be refunded once an initial draft is provided. There are no partial refunds for projects mid-way through a milestone phase.

There are no refunds or credits of any kind for Search Engine Optimization (SEO), Pay-Per-Click (PPC), Social Media Marketing (SMM), Email Marketing, or any other third-party online marketing service even if a fee was paid in advance. After a payment is made, there are no exceptions to our refund policy.

Web design and development demand extensive resources and incur internal expenses. Therefore, once a payment or deposit is made, it is non-refundable. Payment for hosting is non-refundable.

We do not offer refunds on deposits or payments for projects that are abandoned or lay dormant for more than 30 days. If you signed up for our services but did not make use of them, then you are still entitled to pay us.

All billing cycles for agreed services will continue until The Client Organization sends a cancellation notice in writing. Read Cancellation Policy above.

COMPLETION OF WORK

Where there is any delay from the Client Organization to supply content, pictures, videos, or any other material to us which leads to a delay in the completion of work, Foundational Marketing has the right to extend any previously agreed deadlines by a reasonable amount. Read Project Delays for more information.

Foundational Marketing reserves the right to cancel any agreement on projects that are *abandoned* or lay dormant for more than 30 days with or without notice.

CONTENT MATERIALS

Client Organization must provide all content materials required by us to complete the work. Such materials may include, but are not limited to, written copy, logos, pictures, videos, and other printed material. Foundational Marketing cannot take responsibility for any copyright infringements caused by materials submitted by the client organization. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

For all Copywriting Services (Content Optimization, Web Copywriting, Blog Writing, Press Release, Product Description, etc.), Foundational Marketing will prepare the Content Materials that corresponds to the project set out by the Client Organization in terms of the number of pages, word count, keywords, and style. The Client Organization will receive an initial draft for approval before the completion of all Content Materials. Once the initial draft is approved, Foundational Marketing will complete all additional Content Materials (Web pages, articles, blogs, press releases, etc.) The customer will then have “x” additional revisions (stated within each individual service agreement) to provide changes and final approval.

Foundational Marketing grants the Client Organization the complete rights to display, publish, sell, and reproduce the Content Materials in any form.

DOMAIN NAMES AND WEB HOSTING

Hosting and domain are not included in the price for Website Design. Client Organization is responsible for obtaining their own domain and hosting through us or a third-party company of their choice. Foundational Marketing can supply to the client’s organization account credentials

for domain name registration and/or web hosting. Please read Additional Expenses for more information.

REVISIONS

We are pleased to offer you the opportunity to make 3 major revisions to the design. Our website development phase is flexible and allows certain variations to the original specification. However, any major deviation from the approved design will be charged at the rate of \$205.00 per hour. If additional expenses are incurred during the revision process, then those charges are passed onto, and pre-paid by, the client. Any additional charges will be communicated and approved by the client prior to moving forward in any scenario that would create additional costs.

PROJECT DELAYS, CLIENT LIABILITY, AND APPROVALS

Any time frames or estimates that we give are contingent upon your full co-operation and complete and final content in photography for the work pages.

During development, there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.

If The Client fails to provide content materials, pictures, or any other information that will cause a delay of over 3 days in the project, there may be a waiting period of 30 days to reinstate your project into the pipeline.

On completion of the work, you will be notified and have the opportunity to review. Nothing will be published without approval. You must notify us in writing of any unsatisfactory points within 7 days of such notification.

Once the final revision is approved, work cannot subsequently be rejected, and the contract will be considered completed. Client organization will receive website files, logins, and passwords of their website.

WARRANTY BY YOU AS TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

The client organization must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks, or any other material supplied to us.

Foundational Marketing will not be responsible of any claims or legal actions related to the content, graphic images, videos, registered company logos, names and trademarks, or any other material supplied to us for your website.

LICENSING

Once the website is published, Foundational Marketing grants the client organization the license to use the website and its related software and contents for the life of the website.

NON-DISCLOSURE

Foundational Marketing (and any subcontractors we engage) will not at any time divulge any information that is proprietary to the client organization and will protect such information as confidential.

ADDITIONAL EXPENSES

Any additional expense will be reimbursed to Foundational Marketing by the client organization including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name registration, web hosting or comparable expenses.