



Design and Development Policies For Projects Created by Fasturtle Technologies

Hours of Operation

Fasturtle Technologies' hours of operation are Monday thru Friday, 9AM to 5PM. Please be advised that inquiries by phone and email will typically only be responded to during these hours. "After hours work requests" will be subject to rush charges. Rush charges are calculated as two times the hourly rate.

Point of Contact

At the time of contract, Fasturtle and the client will establish a single point of contact for both companies. All communication will be with the single point of contact for each. No work or changes will be done without written authorization from the appropriate contact. If the client needs to change the point of contact, it must be submitted in writing to Fasturtle. This policy is to protect your website and its content from unauthorized access.

Meetings

Please submit all requests for meetings at least 48 hours prior to the event, either by phone or email. Clients will be billed for meetings and travel time to the event, if not already calculated in project scope.

Sign Offs

A sign off will be required for the completion of any change requests or maintenance updates. At the completion of each project phase, a sign off sheet must be completed. The project phases are as follows: pre-production, production and post production. For more information on these phases, please contact Fasturtle at 480-348-0467.

Phase 1: Pre-Production

Prior to the start of the pre-production phase, a kickoff meeting will be required. During this meeting, all content should be reviewed and team members accounted for. All questionnaires, project notes, logos and/or images to be used in designing the website should be provided to Fasturtle at this time. Conceptual Art or "Interface Design" will require the submittal of: 1) A site map or description of the intended website sections; 2) A final/completed version of the related company logo; and 3) Any photos required to appear in the concept. You may also be asked to complete a design survey to give us a better grasp of the project goals and target audience. Fasturtle will provide a specified number of design comps (as agreed upon in the contract) within the first 15 days. The client must complete changes and send revisions back to Fasturtle within 7 days. After the last design comp revision (as agreed upon in the contract), Fasturtle will charge \$95 per hour for any additional changes.

Phase 2: Production

Prior to the start of the production phase, all content and any additional images should be delivered to Fasturtle in a digital format. Any signed contracts or deposits requested by Fasturtle Technologies should be completed at this time. Content received in the body of an email will no longer be accepted (this includes forwarded information from a third party). Images are still accepted, but it is requested that they are "zipped". The



estimated delivery date will be adjusted accordingly based on production phase start date and client reviews.

Phase 3: Post Production

Post Production changes are limited to only text and photos within the content area. All changes must be submitted through our online Support Ticket System or in writing in one of the following formats: Microsoft Word, PDF or Fax. Any functional adjustments detailed within the scope of work that needs to be corrected based on quality assurance, will be done at the expense of Fasturtle Technologies for 30 days from date signed.

Timeline

Once Fasturtle has published any work, for public viewing or not, the client has 7 days to submit corrections or changes. Corrections (mistakes made by Fasturtle) will be done at no charge. Changes (not including flash and programming) will be done at no charge for the first two revisions and billed at \$95/hour for additional changes.

Project Status Updates

Clients will be contacted each Tuesday and Thursday with project status updates in order to better manage project status and accountability for the benefit of both the client and Fasturtle. Inquiries received either by phone or email on Monday, Wednesday, or Friday will be responded to on Tuesday or Thursday in an effort to maintain a consistent flow of communication.

Images/Content

It is the responsibility of the client to proofread and spell check all content. There will be an additional charge if Fasturtle has to go back and correct typos or other errors in the content originally sent by the client. All text must be provided to Fasturtle in digital format (plain text, MS Word or Excel).

It is also the responsibility of the client to obtain a proper license for all images on their site. Fasturtle has a substantial library of images, however it will be up to the client to pay for any licenses' required. If a proper license is not obtained for each image, Fasturtle is in no way responsible to pay any penalties. Once the site is developed, it is the responsibility of the client to manage their proof of license. Time spent researching on stock photography sites for placeholder photos will be billed at \$95/hour.

Changes/Revisions (during Production)

If the client is having design work done as specified by their contract, Fasturtle will provide up to two revisions per project phase. The client must review the revisions and send changes back to Fasturtle within 7 days. After the second revision, any additional changes will be billed at \$95/hour. Production phase changes are limited to elements which do not appear in the conceptual art, such as rollover colors, function, text and photos.

If the client is having Flash design work done as specified by their contract, Fasturtle will provide the client with one design comp. The client must review and send changes back to Fasturtle within 7 days. All changes must be possible and will be billed at the rate of \$125/hour.

If the client is having programming work done as specified by their contract, Fasturtle will provide the client with an architectural/structural outline. For



any additional programming, Fasturtle will charge at the rate of \$125/hour. Programming work is any work that has to be done using any programming tools, databases or languages such as perl, HTML, PHP, C, C++, ASP, Java, Javascript, CGI, SQL, MySQL, or any other programming language not mentioned here.

The typical turnaround time for design changes is three business days and one week for programming/flash changes. All changes must be submitted through the online Support Ticket System or in writing. Changes in the body of email will no longer be accepted (this includes forwarded information from a third party). Images are still accepted, but it is requested that they are "zipped". Any request to complete changes before 72 hours will also be subject to rush charges (two times the hourly rate). Additional changes submitted after the final revision (commonly referred to as "Author's Alterations"), will be billed hourly (no exceptions).

Ongoing Maintenance

Maintenance updates to completed websites will be billed hourly, unless an estimate is first requested by the client or there is a web maintenance plan in effect. The typical turnaround time for maintenance updates is three business days.

Hosting/Email

Fasturtle will provide hosting specification if the site is hosted outside Fasturtle, but client is responsible for all set-up. If Fasturtle is involved with helping the client set-up hosting, it will be billed at \$125/hour. Fasturtle hosting servers can provide the client with email access, POP account services and configuration information.

What to do if Your Site is down

If your site is down due to a failure on the part of Fasturtle, we will credit the client for each day the site is down (at the client's current hosting rate) only if the client requests to receive credit. The request for credit must come within seven days of the actual outage, and the outage must be on the part of Fasturtle, not on the part of the Internet Service Provider (ISP). If the site is down due to problems with the clients' ISP or internet connection (i.e. dialup service, DSL, cable modem, T1 or any other type of connection), Fasturtle is not responsible in any way and not required to assist the client in getting reconnected.

Training

Training on Fasturtle products varies depending on the project. If training is not covered in your contract, training will be provided and billed at \$95/hour.

Invoicing/Payment

The first month's charges will be pro-rated based on the date of account initialization. Subsequent monthly contract amounts are billed on the 1st of every month and due by the 27th of each month. A late fee of \$20 will be added to payments received after the first of the following month. Shut off for non-payment will be the 5th of each month. There will be a \$100 reconnect fee in order to re-establish service.

Fasturtle accepts Visa, Mastercard, American Express, checks, cash and wire-transfer. All work must be paid for in advance, unless special arrangements



are made. If the original contract indicates that the balance is to be split into multiple payments, the remainder is due prior to going live. No site will go live to the public until 100% of the work has been paid for (excluding special arrangements as designated in the contract). Under no circumstances will the first half of the design fee be refunded as long as Fasturtle has performed the work requested, even if the client does not approve the work. This is due to the amount of time needed to develop the various aspects of the project.

Refunds/Terminations

Client reserves the right to terminate any assignment at will, in which case Fasturtle will be compensated for the completion of the current status of work, and all expenses will be due and payable immediately. Fasturtle reserves the right to terminate any assignment without penalty and deliver current work on any assignment to the Client, with all invoices for work to date then due and payable immediately.

All set-up fees are non-refundable. There are no refunds for hosting of any kind. All refund/termination terms are as follows unless stated differently in the original contract. After the initial one year contract, Fasturtle works with clients on a month-to-month basis. Fasturtle and the client are allowed to cancel service and the relationship at any time; however termination of the agreement by the client in the first 6 months of the signed contract will result in payment due for all completed work and an early termination fee of \$500. A 30 day written notice in advance is required for cancellation after the initial one year term. If additional work is requested without a written contract, refunds will only be given within 30 days of published date. Fasturtle is not responsible if the client fails to provide content, changes, images, text, or corrections. Fasturtle is only responsible for design, programming and hosting and not responsible for content, visitors, traffic, hits, sales, or any party of the success of the web site or the company/individual.

Abandoned Projects

A project will be considered abandoned when any efforts to contact the client on the part of Fasturtle have not been responded to for 30 days. A notification of abandonment will be sent to the client and all monies deposited up to this point will be forfeited. Fasturtle will provide client with all work completed up to this point with a formal written request from the client.

Ownership

All artwork created by Fasturtle is the sole property of Fasturtle until the balance has been paid in full. At that time, all artwork ownership is transferred to the client. Fasturtle reserves the right to use its creative development and client name in any future advertising. Do not give Fasturtle your only copy of artwork or assets as Fasturtle is not responsible for materials belonging to clients.

Internet Connection

The client must have their own existing internet connection. Fasturtle is not responsible for setting up or maintaining any internet connections.