

Digital Collective Terms & Conditions 2025

Website Design, Marketing and Video Projects

Part 1

Start of a Project: Preliminary work to be completed by Digital Collective, LLC

Digital Collective, LLC maintains a standard to complete all work requested by the Client within a timely manner. This timeframe can be relayed via your agreement/invoice.

The following would be subject to immediate payment of the remaining balance in full by the Client if the following occurs:

- Submission of the preliminary work to the Client has not been approved within 30 calendar days
- All content has not been received within 30 calendar days causing delays on the overall project.

The Client is to provide all text, content, legal disclaimer and privacy policy and conceptual ideas prior to the commencement of the preliminary work. Any content and/or text revisions necessary may be done by Digital Collective, LLC and invoiced accordingly.

The Client will have their marketing materials protected under copyright law. This includes the design and media content. The copyright icon will be visible on every page of the website.

The Client understands, if the necessary data or content has not been provided within 15 calendar days after the layout design has been approved, Digital Collective, LLC is not responsible for delays in the project completion date and the timeframe given by Digital Collective, LLC to the Client will no longer be deemed valid as a new timeframe is to be given.

Part 2

Website work schedule and practices

Digital Collective, LLC utilizes a work schedule that consists of four phases and are the following:

- Design of the layout - art, design, layout and “feel” of the website
- Construction of the website - adding text and image placeholders and ensuring the functionality of each component within the website is working according to the Client’s needs
- Data entry - images, products, text or other information provided by the client for the website. The client must understand, if any information needs to be developed by Digital Collective, LLC, an hourly fee will be applied and invoiced accordingly to the account. Any additional major revisions will also be invoiced upon completion, since that is beyond the scope of the original project.
- Final adjustments and testing - This is where the detail work, structural data and the final preview for the publication of the website is done. This is dependent on The Client providing the necessary information required to complete the task in a timely manner.

Any complications regarding the structural data or extra customizations needed will result in hourly programming fees and will be invoiced accordingly based on the current consulting rates.

Additional plugins or code needed to be purchased will be done by The Client after they have been consulted with the additional costs.

The Client understands that any revisions to each phase of the website after review may result in hourly fees based on the current consulting rates.

Upon completion of the website project, the website, hosting and its associated products are the sole responsibility of the Client. The Client also may choose to opt into any additional services offered by Digital Collective, LLC. Digital Collective, LLC is not to be held liable for (in)actions of the client regarding additional paid services once the website and any other marketing media has been published.

The website hosting services are from a third party source and any website downtime or service interruptions must be handled through those channels. Digital Collective, LLC is not affiliated with those companies, as they are an outside source. This is to ensure that we are not held liable for issues with the website, hosting, email services or any other digital security including online payment systems.

Clients that take payments via their websites:

For liability reasons, Digital Collective, LLC is not to be held responsible for online transaction issues, as those are handled by an outside source called a payment gateway including not limited to: Paypal, Authorize.net, Quickbooks, Quickbooks Merchant Services or any other type of payment gateway. For security, Digital Collective will only access certain merchant services areas accessible only to the API and web portals to connect the website to those outside systems. Digital Collective, LLC saves, on occasion, the encrypted Credit Card on file through the payment gateway but never on its own servers.

Part 3

Continuation of a project: Preliminary and ongoing work conducted by Digital Collective, LLC

Digital Collective, LLC will do their due diligence to get the work completed in a timely manner as the information becomes available by the Client. This goes for both; the preliminary work and also for any ongoing or future work for the Client.

After Digital Collective has exhausted all efforts to receive the necessary information from the Client but has not received any response via email, text message, phone call, voicemail, or visit to the business establishment the following will hold true to ensure the Client stays in compliance with Digital Collective, LLC's business practices:

- Digital Collective, LLC will not be held liable for any delayed or omission of content for any marketing projects that are to be submitted by the Client and will continue to complete the project as scheduled with what has been provided so far. A log will be kept to track for invoicing, if the situation may occur in the future.
- If The Client is unable to provide the necessary information for the structural data or content or what content has been given is not in compliance with what is needed for the project to be completed by Digital Collective, LLC and The Client seeks assistance from another source, Digital Collective, LLC cannot be held responsible for missing information due to the Client not fulfilling their requirements and will be payable for the services rendered up to the completion, according the the log Digital Collective, LLC has created, of the current phase the project is in and payable in full immediately in accordance to part 1 of this terms and conditions document.

Part 4

Submission of Data

All content and updates must be submitted to Digital Collective, LLC by email to info@digital-collective, the portal file manager on portal.digital-collective.com or via text to 770-304-6574 or 310-897-4299 or for large files, Dropbox or Google Drive account the Client owns and to be shared with Digital Collective, LLC. Any updates or instructions sent to elsewhere will not be valid and Digital Collective, LLC will not be held responsible for information otherwise going astray.

Digital Collective, LLC is not legally responsible for any typographical or contextual errors within the content supplied by The Client as we are merely transposing the content from the provided source provided by the Client to the respective media type to be worked on. Digital Collective, LLC is not responsible for any pricing errors or changes that were not submitted through the specifications above.

Part 5

Additional Work Criteria

This instrument contains the entire agreement between the parties, and no verbal statements, promises, or inducements made by either party or agent of either party that are not contained in the original agreement shall be valid or binding; the original signed may not be enlarged, modified, or altered except in writing either endorsed as a further addendum, or if the event calls for it, a single email or acknowledgment/consent via text message will suffice; and only if there is supporting documentation to support the agreement in form of an email. Within the current project, the pricing will be a fixed rate. Any future projects requires a new payment agreement.

Part 6

Payment Policies

Any returned business checks will result in a fee of \$70.00 plus the bank NSF fee and that check upon notice must be replaced within 5 calendar days with an official bank check to include the amount of:

- the returned check
- returned check fee
- bank fee
- full remaining balance of the preliminary work, regardless if completed or not

All payments regardless of project status are due according to the project schedule in the original agreement or invoice unless prior a arrangement is made and approved in writing between The Client and Digital Collective, LLC.

In regards to automated payments for monthly, quarterly or yearly services rendered by Digital Collective, LLC for ongoing projects the initial payment is automatically debited from the Client's account using their card on file on the day of the signing of the agreement if signing up for new services and for existing clientele any manual payments will be switched to auto pay strictly enforced; and each following month that the Client has specified for the duration of the monthly services rendered by Digital Collective, LLC. If the situation arises, the automatic payment date may be altered by Digital Collective, LLC within 2 business days before or after the original automatic payment date has been set to accommodate holidays or other special occurrences. The dates of the the payments may vary depending on if they fall on the weekend, last day of the month, etc. The only exception to this rule if an agreement with a client is in place for manual invoicing and payments as long as they understand that the late fee must be paid if the balance is not paid within the 5 day grace period after the invoice due date.

If the payment method on file fails the automatic payment, a new one must be given immediately by the Client to Digital Collective, LLC to ensure immediate payment to avoid complications:

- After the 5 day grace period and the payment has not been made yet, a \$80 late fee will be automatically added to the invoice; regardless of balance due.

All payments are final - no refunds & no exemptions.

All services and fees are subject to change without notice. All proposals and agreements are valid for 30 calendar days.

Part 7

Legal

The Client agrees that absolutely no illegal activity under Federal or local laws in anywhere in the United States. This

includes plagiarism and content duplication. In the event Digital Collective, LLC is to be held liable or responsible based upon any of the copy written content and registered trademarks will be held harmless by the Client. This includes but is not limited to images pulled from the internet, brand logos, quoted verbiage, video clips.

Part 8

Terminations

Digital Collective, LLC reserves the right to collect outstanding fees and terminate further work effective immediately due to the following reason(s):

- Account is 30 calendar days past due, where the website will be taken offline. Only after the payment, plus the \$80 late fee and a \$200.00 re-instate fee is paid will the website be published again. At their discretion and depending on the situation, Digital Collective, LLC may or may not resume work with the Client under new established rules set in an addendum and if the Client defaults again, legal action would need to take place, where the Client would pay all attorney and court fees in order for Digital Collective, LLC recover their funds.
- Counterfeit money or fraudulent checks received in association of payment on this account will also be turned over to the proper authorities. If any bank charges incur will be subject to payment by the customer IMMEDIATELY. Legal action would need to take place, where the Client would pay all attorney, detective and court fees in order for Digital Collective, LLC recover their funds.

The agreement may only be terminated by the Client by paying the remaining balance on the original invoice in full, unless other mutual arrangements have been made in writing with Digital Collective, LLC, and as long as the payments are compliant with the aforementioned policies to the services already rendered.

Abandonment of the contract: Incomplete project that has not been paid by unresponsive Client in 90 calendar days is considered abandonment. This will result in the remaining balance payable in full immediately, regardless if the work has been completed by Digital Collective, LLC or not, along with fees accrued by any missing/late payments, suspension of the website and/or legal service fees including but not limited to attorneys fees in the minimum amount of \$900 and court fees necessary to recover the funds directly to Digital Collective, LLC.

Part 9

ADA Compliance

Digital Collective, LLC is required to bring all websites that have been created and maintained since 2022 in compliance that meet the governmental guidelines.

Exceptions:

Private websites not meant for the public are not required to follow this compliance regulation determined by the ADA.

Websites that have been built since 2022 but NOT maintained by Digital Collective, LLC within the last 12 months will be deemed no longer as an active Client/Website and therefore Digital Collective, LLC will not be held responsible for failure for those guidelines. Digital Collective, LLC will attempt to remove any information including the 'built by clause' on the footer of these websites if they still have access to those websites. If Digital Collective, LLC no longer has access and has attempted to reach the point of contact for that website without success will document accordingly.

If a Client chooses not to comply and pay for the necessary fixes then Digital Collective, LLC will either be forced to unpublished the website altogether or the Client will have to find another webmaster. Documentation of termination by Digital Collective, LLC will be provided to the Client with reasons as to why the services rendered to them have ceased.

Below is an excerpt from the ADA website:

“Businesses that are open to the public (Title III)

Title III prohibits discrimination against people with disabilities by businesses open to the public (also referred to as “public accommodations” under the ADA). The ADA requires that businesses open to the public provide full and equal enjoyment of their goods, services, facilities, privileges, advantages, or accommodations to people with disabilities. Businesses open to the public must take steps to provide appropriate communication aids and services (often called “auxiliary aids and services”) where necessary to make sure they effectively communicate with individuals with disabilities. For example, communication aids and services can include interpreters, notetakers, captions, or assistive listening devices. Examples of businesses open to the public:

- Retail stores and other sales or retail establishments;
- Banks;
- Hotels, inns, and motels;
- Hospitals and medical offices;
- Food and drink establishments; and
- Auditoriums, theaters, and sports arenas.

A website with inaccessible features can limit the ability of people with disabilities to access a public accommodation’s goods, services, and privileges available through that website—for example, a veterans’ service organization event registration form.

For these reasons, the Department has consistently taken the position that the ADA’s requirements apply to all the goods, services, privileges, or activities offered by public accommodations, including those offered on the web.”

The link to the full page is found at <https://www.ada.gov/resources/web-guidance>.