



Online Marketing and Web Design/Development

## UNIQUETHINK'S STANDARD TERMS

Hi there:

Thank you for considering UniqueThink to identify and solve your marketing/online needs.

**TASK LIST: UNIQUETHINK CAN PROVIDE THE FOLLOWING TO THE CLIENT PRIOR TO STARTING PROJECT:**

- A list of initial tasks UniqueThink will be performing
- A list of items UniqueThink needs from the client
- An estimate of budget with a cap of expected hours not to exceed

Below is UniqueThink's standard terms agreement. If you have any questions, please feel free to contact me at [Bethany@UniqueThink.com](mailto:Bethany@UniqueThink.com) or [bethinkbethany@gmail.com](mailto:bethinkbethany@gmail.com) and by phone at (720) 771-3271.

### TERMS:

**BILLABLE:** Work will be billed at an hourly rate (charged on a per minute bases), in United States Dollars. When project pricing is reviewed, an \*approved cap (not to exceed without further conversations) is set. Should the project take less time than the approved cap, the client will only be billed for time worked.

All hours for tasks are estimated and project may come in at, above, or below the estimation. This estimate does not include the costs of tools, service providers, themes, and hosting/domain (unless specified).

**EXCEEDING CAP/ADD TO SERVICE/FUTURE WORK:** Should project exceed the approved cap or should additional task requests be added (out of scope - add to service), UniqueThink will have a conversation with client, prior to proceeding. The agreed upon additional work is billed at UniqueThink's hourly rate.

Future, out of scope, additional (add to service) projects will be discussed and agreed upon by both parties. If a written proposal is necessary, please advise.

**PAYMENTS:** All payments will be made to UniqueThink or Beth A. Siegler, in United States Dollars. Check, cash and credit cards are acceptable methods of payment.

An up-front deposit of 1/3 the approved cap, is required to proceed with any project, an additional 1/3 of the approved cap is required when initial payment has been depleted, and the final payment of 1/3 the approved cap or the difference of billable hours, is due at completion of project.



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Please be advised, UniqueThink requires payment based on outlined schedule or upon receipt of invoice, whichever is first.

If the extent of our engagement is a one-on-one consultation, payment is expected the day of the consult.

Should any project be on hold or if one month has passed from the time UniqueThink has completed a task, UniqueThink will present a bill for work completed to that point for client to pay within 5 business days.

Should client pay more than 5-days late, there will be a \$5 per day fee attached to payment and in-progress work may be halted - unless otherwise agreed upon with UniqueThink.

**EXPENSES:** Fees do not include expenses incurred such as phone charges, supplies, hardware, software, tools, printing, mailing and costs associated with client meetings/travel/networking/entertainment, which directly effect the completion of a project.

UniqueThink will seek approval for any charge over \$50 U.S., prior to knowingly spending. Should such expenses occur, they will be included in the next invoice, payable upon receipt.

**TRACKING WORK:** Hours are tracked with a time-tracking system and includes all phone calls, meetings (online or in person), emails, conferences/events, consultation and work performed - as well as travel time (if applicable).

**RUSH FEES:** UniqueThink reserves the right to charge additional "rush fees" of at least 25% of total project costs for jobs with short lead times, and at least 50% for jobs assigned on Thursday/Friday and due on Monday/Tuesday.

**STOPPED PROJECTS:** If a project is stopped for any reason after completion of the project, UniqueThink is entitled to full payment of agreed-upon fee.

If project is stopped during any stage of the project, UniqueThink is entitled to full payment of all hours invested up to that point.

**REVISIONS:** All fees quoted for projects include one round of revision, unless otherwise noted in writing prior to project start. Additional revisions will be charged at an hourly rate.

**DELIVERABILITY:** UniqueThink's ability to meet the requirements of the project is totally dependent on the client's on time delivery of any and all finished/approved materials needed to complete the project.



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Client agrees to be available for and to provide final approval, and shall release UniqueThink from all liability for errors and omissions in such materials once Client has granted approval.

SERVICES TO BE PERFORMED: UniqueThink may work with partners and/or subcontractors on Client projects.

LIABILITY: Client has full authority to make this agreement; and all work prepared and/or by Client does not contain any scandalous, libelous, or unlawful matter.

Neither the client or any of the involved parties shall be liable for the other's lost profits, or special, incidental, or consequential damages.

The liability of Beth A. Siegler (a.k.a. Bethany Siegler and UniqueThink) to Client shall not exceed the amount paid by Client to UniqueThink for the Work on the Project in question.

UniqueThink follows best practices, and makes constant attempts to stay informed of SEO, Can-Spam, GDPR, security issues and copyright laws. However, since the Internet and the industry, as a whole, is an ever-changing format, UniqueThink, partners and/or subcontractors, and Beth A. Siegler (a.k.a. Bethany Siegler) cannot be held liable. It is the client's responsibility to seek appropriate advice from legal council or appropriate parties, should you have more questions about these subjects.

COPYRIGHT: Client warrants and represents that, to the best of his/her knowledge, the materials (all content, copy, images, video, audio, graphics, branding and other media/ tools) provided to UniqueThink are original or Client has obtained copyright and/or permissions, unless otherwise noted in writing to UniqueThink, at or before being provided. Client will be held liable for any copyright infringement. Research to secure copyright and/or permissions on any content will be billed accordingly. Please educate yourself by either visiting <http://www.copyright.gov> or consulting with a professional copyright attorney.

PERSONAL INFO, PASSWORD AND WEB SECURITY: UniqueThink makes attempts to protect and secure your hosted site, third-party applications (such as Constant Contact, WordPress and Google Analytics), as well as personal information and access to email addresses. UniqueThink and Beth A. Siegler (a.k.a. Bethany Siegler) cannot be held liable for intrusion, theft, hacked accounts, spam attacks, or stolen/vulnerable server/hardware/software/passwords. UniqueThink provides the most secure, up to date, insights available (to the best of UniqueThink's knowledge), but due to the nature of the Internet and the industry, as a whole, it is the client's responsibility to follow recommendations on creating safe passwords and keeping sites/passwords secure and up to date.



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If you have questions about security, please let UniqueThink know or seek professional consultations with a reputable security expert.

Read this article to learn about password security:

<http://uniquethink.com/cyber-pickpockets-want-your-passwords/#passwords>

QUALITY ASSURANCE: Site/blog design and functionality will be built and tested in current popular browsers at start time of the project.

SOFTWARE COMPATIBILITY AND UPGRADE MAINTENANCE ISSUES: Please be advised that when using WordPress or any other software, there are frequently future upgrades released.

UniqueThink offers a maintenance plan or can provide advice and suggestions about why and when to upgrade (UniqueThink recommends upgrading whenever there is a security release and strongly suggests updating whenever appropriate non-security upgrades are available - to stay current. UniqueThink and Beth A. Siegler (a.k.a. Bethany Siegler) cannot be held liable, especially for clients who upgrade on their own.

Should client determine the need to upgrade, client must be prepared to either perform upgrades at their own risk or hire UniqueThink (or another qualified WordPress service) to do the preparation, including proper backup, compatibility checks of themes & plugins (in the case of WordPress) as well as browser and system requirements.

Please be advised: When copying content (text, images, formatting) from Microsoft Word, an email program, or another location/software, you must not copy & paste directly. The other software may place hidden and potentially destructive code into the final destination. This hidden code can cause display issues when your published content is viewed by your visitors. To avoid this potential problem, use a tool to strip out non-compatible code.

SEARCH ENGINE OPTIMIZATION (SEO): Please keep in mind, it is UniqueThink's belief that you should focus on the visitors' experience, as much as search engine optimization (because, though you want the search engine's to scan and index the site, the visitors are who you want to keep on the site).

If SEO is part of our agreed upon project (as outlined in UniqueThink's task list), our goal is to provide steps to help you potentially achieve good search engine rankings.

UniqueThink does not offer any guarantee of ranking status and can not be held liable for how current or future search engine algorithms may interpret your site. UniqueThink has been successful in obtaining quality search engine exposure, based on following current SEO best practices. For a partial or full SEO campaign, UniqueThink can provide a quote or recommend an SEO specialist.



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## CLIENT RESPONSIBILITIES

The completion of your project is dependent upon UniqueThink to meet the project milestones, but equally dependent on the client providing elements, information and approvals required for the project.

Delay in receipt, caused by client and/or outside circumstances, constitutes a delay in project development and can effect the timeline to completion. The client will be presented with a list of items they must provide to complete the project.

They can include:

- Availability for meetings and approvals - please confirm who will be the point person for all communication to UniqueThink (including approvals)
- Approvals must happen in a timely fashion
- All copy must be provided/approved prior to beginning development/design of a project
- All artwork, logos, and media (images, videos, audio) in appropriate finished formats with copyright owners approval
- All login credentials - including: hosting company, domain registration, email accounts (when necessary), any 3rd party tools, any existing social sites (if required for project), google account (for any existing analytics, webmaster...)

Please contact UniqueThink, should you have any questions or concerns about any of the above-mentioned terms. These terms may be adjusted in the future, without notice. A current version will always be available on UniqueThink's website: <http://uniquethink.com/terms>

All projects come with a positive attitude and a great work ethic at no additional fee.

Once we establish the fundamentals for your online push, as outlined above, you can decide to continue to (1) utilize UniqueThink services to develop a growing online and offline presence, (2) choose to work with another group, or (3) do the work in-house. UniqueThink makes strong attempts to be transparent (easy for someone else to pick up on where we left off) so that you don't skip a beat, if you decide to go another direction.

The goal, of course, is to become a valuable partner to you in the development of your business, so that, based on merit and measurable activity, you choose to ask for UniqueThink's continued assistance for future marketing opportunities. Yet, at the same time, an equal goal is to provide you with tools you can run yourself (should you choose to), so you can be both self-sufficient and raise more revenue to be able to utilize UniqueThink for higher level marketing opportunities in the near future.



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UniqueThink looks forward to working with you on this, and future projects. I believe you will be happy with the final product.

Please print, sign and return this document to me so we can immediately proceed with our project.

Feel free to call me if you have any questions. I can be reached at (720) 771-3271. By email, please use [bethinkbethany@gmail.com](mailto:bethinkbethany@gmail.com) (as it is the most direct email account to reach me).

Focusing on the possibilities...

Bethany Siegler

UniqueThink

720.771.3271

[Bethany@UniqueThink.com](mailto:Bethany@UniqueThink.com)

Please print, sign and return this document to me, with initial payment (as required), so we can immediately proceed with our project.

Client Name (Signature): \_\_\_\_\_

Client Name (Printed): \_\_\_\_\_

Client's Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Bethany Siegler of UniqueThink's signature: \_\_\_\_\_

Mail payment and signed document to:

Bethany Siegler  
C/O UniqueThink  
3258 Sentinel Drive  
Boulder, CO 80301



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P.S. Please make all payments to UniqueThink or Beth A. Siegler and (if appropriate) provide a 1099, at years end.