



Online Marketing and Web Design/Development

## UNIQUEETHINK'S STANDARD TERMS

Thank you for considering UniqueThink LLC to identify and solve your marketing/web needs. Below is UniqueThink's standard terms agreement for both hourly consultations and project work.

### AS WE BEGIN OUR WORK TOGETHER, WE CAN REVIEW:

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

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, if you have questions.

### TERMS:

**THIS AGREEMENT IS BETWEEN YOU, HIS/HER/THEIR, THEY, THE CLIENT, AND UNIQUEETHINK LLC (A.K.A. BETHANY SIEGLER, BETH A. SIEGLER, AGENCY, WE, I, ME...)**

**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 expenses such as the costs of tools, service providers, themes, and hosting/domain (unless specified).

**EXCEEDING CAP/ADD TO SERVICE/FUTURE WORK:** Please understand any additional special requirements are considered out of the scope of this agreement and can become an add-to-service item or done in a future phase. Unplanned components, ideas, revisions happen - when there is an unexpected event that can incur additional costs, we can notify you ahead of time and will not proceed unless we receive clear approval for an increased budget and timeline. The agreed upon additional work is billed at UniqueThink's hourly rate.

Future 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.

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



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When working on a **discovery project**, an up-front deposit equaling an approximate 1/2 of the approved cap is required and the final payment of 1/2 the approved cap or the difference of billable hours, is due at completion of project.

When working on a **larger project**, an up-front deposit equaling an approximate 1/3 of the approved cap is required, an additional 1/3 of the approved cap is required when hours worked exceed the initial payment, and the final payment of 1/3 the approved cap or the difference of billable hours, is due at completion of project.

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

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

Should payment be 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:** Any expenses incurred during this project will be the responsibility of the client. This may include but is not limited to: hardware, software, tools, printing, mailing, stock imagery, new photography, image/media license fees, font usage fees, printer costs, additional packaging costs, themes and plugin licenses, 3rd party tools, site/email hosting, domain registration, phone charges, costs associated with client meetings/travel/networking/entertainment/parking (if required), or other general materials/supplies needed.

UniqueThink seeks client approval for any charge over \$50 U.S., prior to purchase.

Should expenses occur, they can be included in the next invoice, payable upon receipt.

In some cases, UniqueThink holds a developer license for software - which means you will not have to pay for use of that software. With the ever-changing nature of technology, UniqueThink reserves the right to not continue to renew licenses (such as themes, plugins and third-party software) in the future. If this should occur, or if you need support or forum level access, client is required to obtain their own version of the license. Client can also find or request an appropriate, reliable, alternative solution. Should this happen, UniqueThink can provide an estimate - should you need our assistance - for research and setup.

When purchasing subscription/recurring/renewal software/services, it is our recommendation that you set calendar reminders to alert you of payment due



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dates. Even when you have a credit card on file for recurring/automated payments, sometimes cards expire or are replaced by your financial institution. And we want to avoid any downtime or loss for non-payment.

**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 or during holidays.

**STOPPED PROJECTS:** If project is stopped during any stage, UniqueThink is entitled to full payment of all hours invested up to that point. If a project is stopped for any reason after completion of the project, UniqueThink is entitled to full payment of agreed-upon fee.

**REVISIONS:** All fees quoted for projects include one round of minor 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.

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 agrees to perform marketing and web services as an independent contractor on a per-project basis. UniqueThink reserves the right to refuse any project. UniqueThink may work with partners and/or subcontractors on Client projects. The provisions of this Agreement represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations and agreements, whether written or oral.

**PROMOTIONS:** We reserve the right to use your project as an example in our promotional material and case studies. At the end of your project, we may ask you for a quote describing your experience working with us. We may also ask you to be a reference should any future Clients desire to speak with people we've worked with in the past.

**CHANGES:** Upon agreement of the scope of work, any changes to the scope may require additional costs. We want the project to be successful, and understand that changes to the scope happen from time to time. Should this occur, we can seek your approval of additional tasks. And the costs will reflect the amount of work needed to pivot the project direction. These tasks will be presented on the invoice as add-to-service items.



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**CLIENT-SUPPLIED MATERIALS: Warranty of Originality.** Client warrants and represents that, to the best of his/her/their knowledge, the materials provided to UniqueThink are original and have not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that Client has full authority to make this agreement; and that the work prepared by Client does not contain any scandalous, libelous, or unlawful matter.

**INFRINGEMENT:** You, the client, hereby indemnifies, saves, holds harmless, and agrees to defend Beth A. Siegler (a.k.a. Bethany Siegler and UniqueThink) from and against any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of Client's use and/ or failure to obtain rights to use or use of any trademark, slogan, ad copy, customer data and likeness, or like work produced by Beth A. Siegler (a.k.a. Bethany Siegler and UniqueThink) in reliance on Client's statements above, and any use of Client-supplied materials, plugins, code, or materials produced at the request and direction of Client, leading to any claim, demand, or action alleging any infringement on the rights of others.

Client will adhere to all usage rights and responsibilities with ongoing use of materials produced. (Examples: permissions can change with increased website traffic or print reproductions).

**LIMITED LIABILITY:** Neither party shall be liable for the other's lost profits, or special, incidental, or consequential damages. UniqueThink's liability to you shall not exceed the amount paid by you to UniqueThink LLC (Bethany Siegler, Beth A Siegler) for the Work. You agree to be available for and to provide final approval for all work before it is sent to a third party for final production, including but not limited to print, web design and development, "live" activation of web content, electronic or hard copy publication, and app development and release, as well as any other public release of the Work, and shall release UniqueThink from all liability for errors and omissions in such materials once you have granted your approval.

Though we are taking pro-active security steps, sites are vulnerable to hackers. So it is important to keep the site and associated software (as well as hardware) secure and up to date. This includes software/third party software updates, user names and password strategies, and making sure you control the content on your site. UniqueThink (Bethany Siegler, Beth A Siegler) can not be held liable. If you need more information, please let us know.

UniqueThink follows best practices, and makes constant attempts to stay informed of SEO, Can-Spam, GDPR/privacy laws, Accessibility laws, security issues and copyright laws. However, since the Internet and the industry, as a whole, is an ever-changing



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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/their 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. 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.

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>

**FINAL WORKS:** Upon completion of the Work and conditioned upon receipt of full payment of all fees and expenses due, Agency assigns to Client all copyright rights for final concepts, final layouts, and final designs created for Client under this Agreement, including any copyrights, in and to any artworks or designs comprising the works created by Agency for use by Client as a trademark. Agency shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Agency retains rights to work product, concepts and layouts that are presented but not accepted as final by Client.

**TRADEMARKS:** Agency does not represent that any art will be eligible for trademark registration. Client shall have sole responsibility for ensuring that any proposed trademarks or final deliverables intended to be a trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party.



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**QUALITY ASSURANCE:** Site/blog design and functionality will be built and tested in current popular browsers at start time of the project. Due to the ever-changing nature of the Internet, once the site build has begun, if updates to browsers/devices/themes/plugins/software impact the site, they can be fixed as a new scope of work.

**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 but not limited to clients who upgrade on their own.

Should client determine the need to upgrade on their own, client must be prepared to perform upgrades at their own risk and 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 engines 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.

**ACCESSIBILITY:** Accessibility is the specialize practice of making your site/tools/technology usable for as many people with disabilities/limitations/impairments as possible. If your site/project requires Accessibility, UniqueThink can work with you to find





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the appropriate firm/tools to use on your project. You will need to let UniqueThink know this is a requirement before we propose/agree to any project.

UniqueThink does not guarantee to meet any compliance for accessibility unless we explicitly agree to in writing. Such agreement will only apply to the website at launch. UniqueThink can not be held responsible for future changes to a website or to regulations which affect accessibility compliance.

If you have questions or know you need help determining what your site needs, please let UniqueThink know and we can set up a special consultation to review this further with you. You can also visit <https://www.w3.org/TR/WCAG/> to find out more.

### 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.

This 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 content, artwork, logos, and media (images, videos, audio) must be provided in appropriate finished formats with copyright owners approval
- All login credentials should be provided in a secure manor - 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 thoughtful, enthusiastic attitude and a great work ethic at no additional fee.



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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.

UniqueThink looks forward to working with you on this, and future projects.

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. You can use a free online tool like <https://dochub.com> to sign it electronically and email it back. Or - if easier - print, sign, take a photo with your phone, and email it back. If this will be mailed, please let me know to look for it in the mail.

See the following page to sign and return this agreement.





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**ENTIRE AGREEMENT:** This document together with any attachments, as well as any new, different or additional terms, conditions or policies which we may establish from time to time, and any agreement that we are currently bound by or will be bound by in the future, constitutes the complete and exclusive agreement between you and us concerning your engagement of us on this project, and supersede and govern all prior written and verbal communications.

**SIGNATURE:** By signing this document you represent to us that you are a duly authorized representative of your organization and upon its behalf agree to be legally bound by UniqueThink's Standard Terms. You hereby accept and authorize the commencement and payment for the 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: \_\_\_\_\_

If you prefer to mail payment and signed document, please let me know and send them to:

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

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