

## SonicWebTech Program General Terms of Service

These terms of service for the SonicSpider LLC SonicWebTech Program is an amendment to the published *Terms of Service Agreement* as posted on SonicSpider's web site (<http://www.esonicspider.com>). These documents may be modified without notice.

### Definitions

**CLIENT:** A subscriber to the SonicWebTech services as outlined on the SonicWebTech website (<http://www.sonicwebtech.com>).

**SLLC:** SonicSpider LLC, the provider of services for the SonicWebTech Program.

**ALLOWANCES:** Programming and consulting tasks depend on complex conditions and interactions of which are nearly impossible to ascribe a specific and exact time frame. Therefore an estimated time is allowed by which the task will be attempted and confined. There is no guarantee that this allowance will result in a completed task. If the task is not completed, the CLIENT will be notified such that additional allowance can be approved.

**WORK:** All programming results in an application, module or script depending on the requirements of the the work description or proposal. Some consulting can result in a final document or documentation.

**DEV CENTER:** All consulting, programming or application development are managed in the Sonic Development and Resource Center in the form of projects. Project are made up of online worksheets that provide tools for reporting, logging and managing the specific tasks related to that project. A project can have multiple worksheets as determined by the SonicSpider staff.

### General Agreement

SLLC agrees to provide consulting and programming services for CLIENT during regular business hours (8 am to 5pm, PST, Monday through Friday) remotely via the DEV CENTER, at the advertised service package price, pre-paid rate or at the billable rate of \$125 per hour. All hourly services are provided in 15 minute increments. SLLC agrees to provide advice, programming services, and technical support to the best of its ability. This document outlines some of the general terms and conditions under which SLLC provides these services, specific terms and conditions are outlined in the *Terms of Service Agreement* as posted on SLLC's website.

### General Work Descriptions

Detailed work descriptions MUST be in writing and are to be provided and agreed upon separately. All communications will be via email or phone as required. These communications may incur additional charges if they include consulting, technical advice, or support not covered by that work description.

Following are the types of work descriptions covered in this terms of service:

1. Service or Consulting package descriptions as published on the SonicWebTech website and provided as a separate pdf document.
2. Installation package descriptions as published on the SonicWebTech website and provided as a separate pdf document.
3. Custom proposals as requested by CLIENT. Custom proposals must be signed by CLIENT to become a valid work description.

## **Consulting**

Consulting may be provided separately or as part of a work description. The following terms and conditions apply in all cases:

1. All consulting time is measured in 15 minute increments.
2. It is at SLLC's discretion when the consulting time begins and ends. Generally this is based on the following conditions:
  1. The SLLC agent is providing knowledge or advice in oral or written form, of which is within the domain of SLLC's expertise.
  2. The SLLC agent is gathering or assembling third party information to be delivered to CLIENT.
  3. The SLLC agent is evaluating or analyzing information provided by CLIENT.
  4. The SLLC agent is documenting information to be provided to CLIENT.
3. Consulting is provided within the DEV CENTER or by phone and logged into the DEV CENTER depending on the conditions outlined in the general package description or the detailed work description.
4. There is no assumption that any consulting will result in WORK as defined herein. This must be specified by the work description or proposal.
5. SLLC has no control over the use of the results of consulting services. SLLC is not responsible for how the results of this advice or information are to be used by the CLIENT, and is not responsible for any damage incurred by that use.

## **Programing**

Programing may be provided separately or as part of a work description. The following terms and conditions apply in all cases:

1. All programing time is measured in 15 minute increments.
2. All programing is done under the management and scheduling discretion of SLLC.
3. All programing tasks are by definition ALLOWANCES regardless of whether or not this is specified in the proposal or work description.
4. All programing tasks are to be outlined in the DEV CENTER. Any phone discussions or email discussions are not considered part of that programing task definition.
5. Bugs are defined as a feature that is not "working as documented" under conditions defined and controlled by SLLC (see #4).
6. Anomalies are defined as unexpected behaviors that are not part of documented features.
7. Anomalies are often the result unexpected conditions that where not covered in the documentation or proposal. The conditions that can affect or alter the behavior of the resulting WORK, can be but are not limited by:
  1. Browser Versions and installed plugins
  2. PHP versions and installed extensions
  3. Webserver versions and installed modules or extensions
  4. Changes in support for internet protocols provided by CLIENT's or CLIENT customer's ISP (Internet Service Provider)
8. Fixing, correcting and testing anomalies are always and extra expense.

9. Bugs and anomalies can not be fixed unless they can be reproduced by SLLC.
10. SLLC has no control over the use of the resulting WORK of our programming services. SLLC is not responsible for how this WORK is to be used by the CLIENT, and is not responsible for any damage incurred by that use.

## **General Conditions and Limitations**

1. There are no assumed or standard services, components, or features beyond the published or signed work description. If is not listed specifically in the work description or documented in the DEV CENTER, it will not be provided.
2. The DEV CENTER is the complete and sole channel of communications between SLLC and the CLIENT. Email and phone communications are only a convenience that SLLC may provide at their discretion.
3. Since SLLC has no control over the use of these services, SLLC is not responsible for how the results of these services are used by the CLIENT, and is not responsible for any damage incurred by that use.
4. Unless otherwise documented and approved by both parties, any contact by Internet, modem, phone, email, or in person between SLLC and the CLIENT or their agents will be covered under this agreement as a billable expense and logged into the DEV CENTER logs.
5. If a project or service task requested gets dropped by the CLIENT or goes dormant for more than 1 month. SLLC is not held responsible for the costs involved in re-starting that project or task.
6. At any time SLLC reserves the right to terminate a project/task, if the client does not adhere to the limitations and conditions listed herein or in the published *Terms of Service Agreement*, does not maintain their account in good standing, or does not adhere to any other signed agreements or attachments associated with this project or task.
7. SLLC is not responsible for unsatisfied work that is not brought to our written attention within 10 days of delivery, to immediately resolve these issues. Deliverables are considered approved by CLIENT and chargeable, after the same 10 days if there is no response from CLIENT in writing. Work so approved, would not be grounds for future credit card chargebacks, billing disputes or payment delays.
8. SLLC is not responsible for the business or functional utility of work completed at any interim stage of a project or task.
9. SLLC is only responsible for functions as outlined in the written description of work as described herein. No functions or utility is to be consider standard or assumed beyond the written and signed or approved description. An unchallenged description or requirement in the DEV CENTER is to be considered an approval by the CLIENT.
10. All work descriptions are considered amendments to this document and must be agreed upon separately.
11. SLLC will not be responsible for any agreements with other vendors used in the completion of the required work descriptions, nor managing CLIENT's third party accounts or setup.
12. Oral or email discussions are not to be considered "written" and can not alter or amend this agreement.

## **Payment Terms and Conditions**

1. All service packages are prepaid and work can not commence until payment has officially cleared from the deposited financial institution.
2. For custom projects or payment plans:
  1. CLIENT will provide a credit card for all payments and is responsible for paying for work completed by SLLC on a monthly basis.
  2. CLIENT will be given access to a development version on the internet for review and approval.
  3. Final payment will be processed AFTER approval and BEFORE the work is delivered or deployed to the CLIENT.
3. CLIENT agrees that no chargebacks will be initiated without written notice within the 10 day

condition of #6 in “General Conditions and Limitations” and allowing 15 workdays for SLLC to respond and resolve the issue.

4. There will be a \$25 service charge for all denied credit card processing on payment plans.

## **Refunds – Prepaid or Deposits**

There will be no refunds except under the conditions and terms as follows:

1. There are no refunds on any service package or deposit after 90 days of purchase.
2. All approved refunds will be provided within 30 days of the approval of that refund.
3. There are no refunds on Custom proposal deposits, except under the following conditions:
  1. Request for refund is within 30 days of payment of deposit.
  2. Refund will be prorated less the cost of providing the proposal, any services or programming rendered as of that date, and any consulting services provided during reviews and discussions about the project as determined by SLLC.
4. Full refunds on prepaid service packages are only permitted under the following conditions:
  1. Request for refund is within 30 days of purchase of prepaid service package.
  2. No service has been rendered under the published work description of that package.
5. Partial refunds on prepaid service packages are only permitted under the following conditions:
  1. Requested refund is within 60 days of the purchase of prepaid service package.
  2. Refund will be prorated less the cost of any services or programming rendered as of that date, and any consulting services provided during reviews and discussions about the service as determined by SLLC.