

# DISCLOSURE

This is not an invoice; payment of any invoice is agreement to terms.

## 1. Release of Liability

### 1.1. Custom Applications and builds

In the event your project is a custom build (not a CMS or framework) the Developer may only be held liable for the functional operation of the final product provided the following provisions are met:

- No other developer or user will be provided development access to files or assets in the final product.
- No other 3rd party has administrator access on the root level to make changes to the application.
- The project is secured to the satisfaction of the developer.
- The system was not hacked.

### 1.2. Third Party Software and Browsers

Browser checking and compliance is invoiced as an open and optional labor based deliverable. The developer will conform to default compliance on 3 primary modern browsers if the minimum % of users in any given year is above 10% of the total users based on the W3C Browser Statistics.

[http://www.w3schools.com/browsers/browsers\\_stats.asp](http://www.w3schools.com/browsers/browsers_stats.asp)

Mobile device checking is per project and based on a specific list of devices, refer to your contract for more information. If the device or browser is not explicitly listed it is assumed to not be covered.

Other software compatibilities are based on a host of complexities which range from MAC and PC to specific software makers. The preferred format is listed as any assets compatible with Adobe Master Collection MACINTOSH and WINDOWS. Other formats may be accepted at the developer's discretion. The default mode of operation is to invoice for labor if compatibility is not met. Every effort will be made to convert files if requested, however, the developer can not be held liable if a conversion or patch can not take place either on software or browsers if a SPEC was not done prior to development.

### 1.3. Third Party CMS systems or Templates

In the case of open source systems developer cannot guarantee the fitness for any particular use outside their intended use, nor be held liable if the product fails at its intended use after customization. In the event your project was purchased as a pre-built template the developer can not be held liable for failure or 'bugs'; additional labor resulting from the modification of the template to meet functional requirements will be invoiced.

### 1.4. Other Third Party Liabilities

- Developer cannot be held responsible for problems or losses caused by 3rd party products.
- Developer cannot be held responsible for hackers, downtime, server crashes, data loss, or failure of a client to renew membership or monthly costs.
- In the event that you change hosting providers, domain names, or request additional services you should be aware that changes to your website, consulting and new work requests will be billed as invoiceable labor.
- Some providers may also charge additional fees for their services, therefore it is the Clients responsibility to review these fee's and charges. If requested the developer will make every effort to inform you of charges.
- Site traffic, Payment gateways, bandwidth, hosting space, number of sales, number of impressions, and other variables may affect your 3rd party fees.
- Payment Gateways CHARGE FEES for sales and this should be considered in your ROI bottom line.
- There are 3rd party FEES associated with online advertising & search engine marketing
  - (SEO, SEM, CPC, CPM)
- There are 3rd party FEES associated with contract development, royalty structures, and asset usage
  - Stock photography, assets, plugins templates, and other assets purchased online

Client Name/Signature	
-----------------------	--

Signature Authorization indicates that all parties named on this document fully understand and accept terms.