CONDITIONS

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

1. Conditional agreements

1.1. Delivery and turn time - What is "ASAP"?

Timeframes may differ based on your project:
unless listed on your contract the developers average turnaround time is disclosed as:

- Response within 3-12 hours - delivery by live session (by phone - retainer only)
- Response within 24-48 hours - delivery by live session or 3-5 days (prepaid hours - PM system or phone)
- Response within 3-5 days - delivery within 7-10 days (any request without retainer - by email)

1.2. Payment details

Once a deposit is confirmed online your address and phone number are logged as the account holder. If you send payment via check or money order a copy of your driver's license and or business license for proof of identity may be required, a copy of the check and or pay stub will remain in record for up to 3 years as required by the IRS.

Developer is an "INDEPENDENT CONTRACTOR" and Clients can consider all costs to be business expenses for tax deduction. NOTE: Rates increase every 1.5 years.

Payment is due for each payment period after the previous payment period. The following terms are set forth:
- Purchase Period agreement ends on the date of live transmission, proof of concept, or completed deliverables task list.
- Purchase Period for each month begins on the 1st (First) day of the first month and continues to the Last day of the month.

All other payments are due as stated per your invoice/agreement. The Designer will never be held liable to repay, refund, or reimburse the Client for any over payments made for any invoice due to Client error in record keeping or transactional errors. All payments are final with the exception of Developer based transactional errors.

Payments must be made payable to
Christian W. Zagarskas
DO NOT WRITE A CHECK OR MONEY ORDER TITLED TO: NotByAccident
Paypal invoice will ONLY COME FROM "christian.zagarskas@gmail.com"

To cancel an automatic billing profile, Retainer, or Support package use the link below:
https://www.paypal.com/cgi-bin/webscr?cmd=_subscr-find&alias=UCPYC5TN9MTLS

1.3. Credit Line removal Fees and White Label Services for Agencies

Credit will be given to the developer as a link, the right to display work in portfolio, and the option to list the Client in the developers resume, website, and linkedIn profile. Unless noted in your contract the fee's are as follows:

- Credit Line removal as a work for hire:
  - $500.00 fee
  - + up to 10% of the project total (optional)
- White Label fee whereas the developer will present projects to your clients as your employee and or the developers name can be removed from any documents as you see fit.
  - Monthly retainer or consistent work history relationship of $1000.00 or more per month
  - + minimum $250.00 fee per document or project
  - + up to 10% of the project total (optional)

1.3. Additional work

Client agrees to pay any and all invoices in addition to the provision set forth on the rates pages in addition to a payment plan, TAB, and RETAINER.

- **Per Project Pricing (with contract)**
  - Any work the designer states "will not be invoiced" shall be documented via a task list.
  - An hourly task list is logged while the project will be completed for the agreed amount.
  - If the per project price exceeds double the hourly labor the developer retains the right to cancel the project or negotiate for time lost. For example: a project contracted at $1000.00 which has taken 20 hours to complete @100 per hour.

- **Hourly Project Pricing (without contract)**
  - Any work the designer states "will not be invoiced" shall be documented via a task list.
  - An hourly task list is logged and the project will be invoiced for total time minus discounts.
  - A tab limit or documented estimate is required for hourly projects.

Any work request must come in the form of an email, requests for work by phone are not agreed to unless a documented EMAIL, DEAL MEMO, or PM (Project management task) is confirmed after the call, this includes Email with attachments, work requests, or files which are assumed to be updates. Phone calls involving support are documented by phone number via VERIZON, SKYPE, GO TO MEETING, JOIN.ME, ANYMEETING.COM and other time tracking software which are considered valid charges in addition to in person meetings. Such sessions will result in labor and be invoiced. All other work is hourly.

Consultation calls will be recorded in some cases, up to one hour free consult per project per week are offered, no technical solutions or actionable labor is supplied during a free consult.

1.4. Commitment to excellence

By now you have read through a series of dry technical terms and conditions which represent over a decade of working with clients from all over the world. I would like to take a moment to add in an element of humanity:

As your developer I promise to make every effort to resolve any issues which may arise either due to error on my part or your dissatisfaction. I will even support system failure of third party technology, software, or problems caused by other developers within reason provided fair and equitable compensation is negotiated.

As a Client you promise to make every effort not to end up on this list:
http://www.worldslongestinvoice.com/

In business we trade goods and services for money, nothing is personal.

Client Name/Signature	

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