

# Dynamic Website Design and Marketing Studio

## General Terms and Conditions

Welcome to Dynamic Website Design and Marketing Studio. The services described on this site are provided to you by Dynamic Website Design and Marketing Studio, parent company of Dynamic Website Design and Marketing Studio. The terms "we", "our", and "us" in this Terms of Use statement refer to Dynamic Website Design and Marketing Studio and its affiliates. **If you visit or shop at <https://www.dynamicwebsitedesign.biz>, you accept and agree to abide by these conditions. Please read them carefully. When you use any current or future Dynamic Website Design and Marketing Studio service, you will be also subject to the guidelines and conditions applicable to such service or business.** Before placing your order, if you have any queries relating to these terms and conditions, please email us at [dynamicwebsitedesignstudio@gmail.com](mailto:dynamicwebsitedesignstudio@gmail.com)

BY BROWSING THE DYNAMIC WEBSITE DESIGN AND MARKETING STUDIO WEBSITE AND THE SERVICES OFFERED, YOU AGREE TO BE BOUND BY THESE CONDITIONS OF ALL RELATED POLICIES, TERMS AND CONDITIONS, AND GUIDELINES. IF YOU DO NOT AGREE WITH ANY OF THESE CONDITIONS OF USE, YOU MAY NOT BROWSE THROUGH THE DYNAMIC WEBSITE DESIGN AND MARKETING STUDIO WEBSITE.

## Electronic Communications

When you visit [www.myessentialofficeassistant.net](http://www.myessentialofficeassistant.net) or send an email to us, you are communicating with us electronically and therefore, you consent to receive communications from us electronically. We will communicate with you by e-mail or by phone. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing by email or verbally by phone.

By entering into any contract or agreement with Dynamic Website Design and Marketing Studio (a division of Dynamic Website Design and Marketing Studio) for the services to be provided by Dynamic Website Design and Marketing Studio, including, without limitation, ordering any products or services through the Dynamic Website Design and Marketing Studio website, you hereby agree to abide by, comply with, and be legally bound by the policies, terms, and conditions hereinafter set forth (these “Terms and Conditions”).

For the purpose of these Terms and Conditions, references to the products and/or services provided by Dynamic Website Design and Marketing Studio shall include, without limitation, logos, designs, graphics or similar materials or information, website design, and other design and marketing services or other coding services, and any and all future product or service offerings of Dynamic Website Design and Marketing Studio.

Dynamic Website Design and Marketing Studio has the right to recommend or use a website design platform that best fulfills your business website requirements, including website plan and any features that are applicable in applications or plugins as available by the website design platform. With this in mind, your interactions with and use of the website services and features are governed by the individual Privacy Policies and Terms of Service of website design platform. We will set up an account for you in the recommended website design when the website design process begins. We will discuss and show you the premium website plans offered by the website design platform and help you select the best plan for your website. All payments for services in website design platform are paid by credit card for your website plan and any features such as a mailbox or email marketing application or any other application offered by the website design platform that is integrated into your website will be in your ownership through your website design platform account.

If you do not agree with any provision of these Terms and Conditions, you should not order any products or services from Dynamic Website Design and Marketing Studio. These Terms and Conditions are hereby incorporated by reference into your Product Purchase.

Dynamic Website Design and Marketing Studio reserves the right to modify, amend, update, and change our company Terms and Conditions from time to time without notice. You are responsible for regularly viewing these Terms and Conditions. You acknowledge and agree that Dynamic Website Design and

Marketing Studio shall not be liable to you or to any third party for any modification, amendment, suspension, discontinuance, or other change to these Terms and Conditions.

If any provision of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason, the remainder of the Terms and Conditions shall remain valid and enforceable.

All headings in this agreement are for convenience only and shall not affect the meaning of any provision hereof.

## Service Fees

**All website design and digital marketing services packages/products:** Fees as noted on <https://www.dynamicwebsitedesign.biz> are charged for website design for new website design only. In other words, these prices apply to the initial creation and design of any brand new website.

**Pricing for redesign of websites is separate.** Please contact us for a price quote for any website redesign. Pricing for digital marketing services is estimated and quoted based on individual requirements and is priced on a monthly package basis.

### **NOTE:**

**All pricing pertaining to websites does not include domain name, domain registration, website hosting, website plan and website template costs. These items are separate costs from the website design fee to be paid by the client.**

**All administrative office support services packages/products:** Fees as noted on <https://www.dynamicwebsitedesign.biz> are charged for administrative office support for the select number of hours shown and on a monthly basis. Charges apply for extra hours beyond the number of hours shown for the individual monthly packages. Services are to be used for a minimum of 2 hours per project or task.

**Payment for website design, digital marketing and administrative office support service packages is required prior to commencement of the project.**

**All fees are subject to change should any unforeseen issues arise.**

**-- ALL FEES SUBJECT TO CHANGE WITHOUT NOTICE --**

## Payment

All fees are subject to change should any unforeseen issues arise.

**All new website design and marketing services/packages/products:** 100% upfront required to start. Payment may be made by Master Card, Visa, AMEX via PayPal, or Electronic Money Transfer (EMT).

**All administrative office support services/packages/products:** payment for monthly service packages is required prior to commencement of projects. Payment for occasional projects or tasks is required before finished product are provided to the client. Payment may be made by Master Card, Visa, AMEX via PayPal, or Electronic Money Transfer (EMT).

We accept credit card payments by PayPal as our payment provider, processor, and gateway for receiving payments for our services. We also accept credit card payments using Square. These providers were chosen for their quality, consumer usability and ease of use, security, and streamlined service offerings. All sales are final.

By purchasing products and/or services from Dynamic Website Design and Marketing Studio (a division of Dynamic Website Design and Marketing Studio) you hereby agree to abide by, comply with, and be legally bound by the policies, terms, and conditions set forth (these "Terms and Conditions"). If you do not agree to these terms, please notify us by emailing to [myessentialofficeassistant@gmail.com](mailto:myessentialofficeassistant@gmail.com) within 24 hours of your purchase for a partial or full refund. No refunds will be issued after 24 hours of purchase.

**-- ALL FEES SUBJECT TO APPLICABLE TAXES --**

## **Refunds/Cancellation Policy**

No refunds will be given after 24 hours of payment being received. Dynamic Website Design and Marketing Studio will determine, in its sole discretion, whether you are entitled to any refund. Should you receive a refund, you will be refunded an amount, less applicable termination and service fees. You agree that your acceptance of the refund shall constitute your sole and exclusive remedy with respect to related Responses. Additionally, you acknowledge that you will have no right (express or implied) to use any Response or other work product, content, or media, nor will you have any ownership interest in or to the same.

## **Terms of Service**

### **Our Obligations**

After you have submitted all Website Content to us include text, images, and video links, provided you do not request additional changes, modifications, customized designs or similar work (“Custom Modifications”), we will create you a website (“Created Website”) as per the specific website design plan you have selected with pages of populated content that meets the requirements provided by you to us (“Website Specification”).

Dynamic Website Design and Marketing Studio reserves the right to refuse Service if any of the Website Content, or links from your website, which in our sole and absolute opinion, is deemed illegal, misleading, or obscene, or is otherwise in breach of our Terms of Use or Acceptable Use Policy. Dynamic Website Design and Marketing Studio does not have a duty and does not generally screen or edit content or links originating from your website, but we reserve the right to monitor or to remove, without notice, any content or links which, in our sole discretion or upon order of a court or regulatory agency, are in breach of our Terms of Use or Acceptable Use Policy.

As outlined on the individual product purchasing pages of our website, you will receive the products, services, and details described (“Scope of Work”).

Dynamic Website Design and Marketing Studio respects that the website and all its parts including the domain, site hosting, website plan, template/theme, and integrated plugins or applications are owned by you in their entirety and any other expenses such as integrated plugins or applications for your website are also part of the ownership. Therefore, Dynamic Website Design and Marketing Studio is not responsible for payment of your website plan or any of the integrated plugins or applications that are part of your website.

## **Your Obligations**

“Client Information” means all the information we need to assess and interpret the needs and expectations of your project.

“Website Content” means all content or information (including, without limitation, any text, music, sound, photographs, video, graphics, data, or software), trademarks, trade names, trade styles, logos and other intellectual property in any medium, provided by you to us.

“Website Design” means the website design layout or template selected by you.

You agree to deliver the Client Information and Website Content following the date you sign up for the Services (“Website Content Delivery Period”). At the time that your Website Content and Client Information have been submitted, your project will start. Until the time that your Client Information is received, the project will remain halted and all work will cease until which time the Client Information has been provided to us by you. The Services will not be considered complete and the Created Website will not be made live until the Website Content has been submitted. Dynamic Website Design and Marketing Studio will guide you in creating the initial Website Content population of up to five (5) primary pages; you will be responsible for any further Website Content population.

You are responsible for any and all payments for your domain, web hosting, website template/theme, website plan and any integrated plugins or applications purchased from website hosting companies and the website building platform for your website.

Following the date that the Created Website is delivered to you (“Published and Live”), you will be solely responsible for all revisions and alterations to the Created Website. However, should you wish to have Dynamic Website Design and Marketing Studio execute Custom Modifications or revisions after the Created Website is published and live, we will complete these requests for you on an on-going basis at a time designated by us during the timeframe on of the Premier Plan selected for your website and the timeframe of the use of the domain and at a cost per hour as indicated on [cyberpagecreations.com](http://cyberpagecreations.com).

At the end of the timeframe of the Website Plan, upon renew of the Website Plan you may request that we continue to maintain your site by executing any Custom Modifications or revisions. If you decide the website needs to be re-designed, Dynamic Website Design and Marketing Studio will be considered as a new website and you will be charged for the website accordingly.

You will use the Created Website as one website only, displayed at a single IP address for the single purpose specified in the Website Specification. You are responsible for the Website Content, including without limitation, its accuracy and truthfulness and for ensuring that it does not contain any spelling or grammatical errors or infringe upon the rights of any third party. This applies for content created by you with guidance from us for inclusion on the Created Website. It is also your responsibility to review and approve any content created by us at your direction only and only on your behalf. You agree not to store, link to, transmit, advertise or make available any Website Content that is illegal, misleading, or obscene, or is otherwise in breach of our Terms of Use or Acceptable Use Policy.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, THE WEBSITE CONTENT IS YOUR SOLE RESPONSIBILITY. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS DYNAMIC WEBSITE DESIGN AND MARKETING STUDIO ENTITIES FROM ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION, MISAPPROPRIATION OF ANY COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, DATA, MUSIC, IMAGE, OR OTHER PROPRIETARY OR PROPERTY RIGHT, FALSE ADVERTISING, UNFAIR COMPETITION, DEFAMATION, BUSINESS OR PERSONAL DISPUTE OR ARGUMENT, INVASION OF PRIVACY OR RIGHTS OF CELEBRITY, VIOLATION OF ANY ANTI-DISCRIMINATION LAW OR REGULATION, OR ANY OTHER RIGHT OF ANY PERSON OR ENTITY, OR ANY PERSONAL OR BUSINESS ARGUMENT OR DISPUTE

LOSSES, DAMAGES, LIABILITIES, JUDGEMENTS, OR SETTLEMENTS, INCLUDING REASONABLE LEGAL FEES, COSTS, AND OTHER EXPENSES INCURRED BY US AND ANY DYNAMIC WEBSITE DESIGN AND MARKETING STUDIO ENTITIES, RELATED TO OR IN CONNECTION WITH THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

If you require support from us at any time, please contact us.

## **Termination**

You acknowledge and agree that upon termination of your Website Services, Dynamic Website Design and Marketing Studio will not be responsible for any errors, loss of information or any other mishap that may occur, including but not limited to file compatibility.

You acknowledge that Dynamic Website Design and Marketing Studio does not warrant uninterrupted or error free Service and that Dynamic Website Design and Marketing Studio does not warrant the content, availability, accuracy or any other aspect of any information including, without limitation, the accuracy of spelling or grammar, all data, files, the Website Content and all other information or content in any form or of any type, accessible or made available to or by you or its end users through the use of the Service. Dynamic Website Design and Marketing Studio shall be permitted from time to time to interrupt the Services in order to provide maintenance to the Service.

## **Limitation of Liability**

YOU AGREE THAT DYNAMIC WEBSITE DESIGN AND MARKETING STUDIO'S LIABILITY AND YOUR EXCLUSIVE REMEDY RELATED TO NON-PERFORMANCE OF THE SERVICE SHALL BE: (1.) REPAIR OR ADJUSTMENT OF THE SERVICE, OR (2.) WHERE REPAIR OR ADJUSTMENT IS NOT PRACTICABLE, AN EQUITABLE CREDIT NOT TO EXCEED THE SERVICES PURCHASED FROM YOU FOR THE PORTION OF THE SERVICE WHICH WERE NON-PERFORMING.



## Proprietary Rights

You grant to Dynamic Website Design and Marketing Studio, for the term of this Agreement, a non-exclusive, worldwide, royalty-free license to use, reproduce and display the Created Website and all Website Content in connection with the provision of the Service.

## Warranty

Dynamic Website Design and Marketing Studio makes no representations, warranties or covenants regarding, and does not guarantee, the truthfulness, accuracy, or reliability of any information or other material that are communicated through, or posted to, the Service, whether by Members, Clients, Dynamic Website Design and Marketing Studio or otherwise, nor does Dynamic Website Design and Marketing Studio endorse any opinions expressed by any user of the Website, including any Member or Client. Without limiting the foregoing, Dynamic Website Design and Marketing Studio makes no representations, warranties or covenants regarding the validity of the rights to Responses granted pursuant to these Terms and Conditions. You acknowledge that any reliance on information or other material, including, without limitation, any information related to a particular Service Package or Response, communicated through the Service, or posted to the Website, will be at your own risk. Without limiting the foregoing, you agree and acknowledge that you use each Response at your own risk and that you are responsible for taking any actions you deem reasonable to determine whether your use of a Response will infringe any statutory or third-party intellectual property, privacy or publicity rights. Dynamic Website Design and Marketing Studio shall not be responsible for any use of photos that are not royalty free. As a client of Dynamic Website Design and Marketing Studio, it is your responsibility to purchase and pay for all rights to use any photos, images, graphics, icons, logos, and/or designs for any designs created by Dynamic Website Design and Marketing Studio for you upon your request. This includes websites, website templates, brochures, business cards, stationery, flyers, promotional items, etc.