

# SMITHS' PROGRAMMING STUDIO

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## TERMS AND CONDITIONS

1. Once you have made a service request and it has been approved, you will be notified via email of a scheduled meeting time to discuss the details and requirements. If you cannot meet at the specified date and time, please notify us at least 2 hours before the meeting time.
2. In addition, upon approval of a service request, a **one-time consultancy fee of \$50 USD** is charged and must be paid at the following meeting.
3. Once the details and requirements are agreed upon, a contract will be drafted for signing.
4. In relation to services that require a deposit, once the service contract has been signed, the consultancy fee will be viewed as part of the deposit fee and the balance of the deposit fee must be paid within three business days.
5. The service contract will also state if a deposit is required.
6. Deposit rates are clearly stated on our website's service page.
7. The deposit fee must be paid within three business days after signing the service contract; otherwise there will be an additional \$10 USD added to the package fee for each day past the due date until the deposit is paid. This additional fee is only applicable if proper notification is not given in advance.
8. If the deposit fee is not paid within 10 days after the due date, the contract will be terminated.
9. A refund period of twenty-four hours is given in case the client decides not to go forward with the requested service.
10. The requested service will be executed after the twenty-four hour refund period has expired, unless given consent in section two to immediately begin, resulting in no refund period.
11. For the days that the business will be closed, make sure that you request service termination within the twenty-four hour refund period. To find out how to do this, go to the "Faqs" page on our website and you will find the relevant question and answer.
12. In the case of a refund, the consultancy fee will be reapplied and subtracted from the amount to be refunded.
13. Payments following a deposit are **NOT** refundable.
14. Please take note that payments for basic maintenance are also **NOT** refundable.
15. The contract will not be tampered with by any representative or employee of Smiths' Programming Studio or any other individual whether local or foreign.
16. In the event of a change being necessary on the contract, the current contract will be labeled and considered void and a new contract will be drafted for signing.

17. Smiths' Programming Studio reserves the right to obtain full payment for a service before handing over completed service services and will not be responsible for any damage caused as a result of posted content or improper usage of website or web application.
18. Verbal or physical abuse from the client will not be tolerated. In the case of such an event, the contract will be considered broken, resulting in a breach fee of \$100.00 USD. Additionally, the manager of Smiths' Programming Studio will use his/her discretion in determining whether or not to terminate the service contract agreement and what legal course of action to take if necessary.
19. If the service provider has commenced building/modifying a website or web application for the client and the service provider verbally or physically abuses the client, the client is entitled to a 100% refund or a 25% discount on the total package fee once deciding to continue with the contract agreement. In addition, the client has the right to take any legal course of action once necessary.
20. If the service provider has commenced basic maintenance for a website or web application for the client and the service provider verbally or physically abuses the client, the client is entitled to a 50% discount on the next two payments once deciding to continue with the contract agreement. In addition, the client has the right to take any legal course of action once necessary.
21. Payments can be made in cash or cheque.

### **COMMENTS, COMPLAINTS, COMPLIMENTS AND OTHER CONTENT**

Smiths' Programming Studio reserve the right to monitor, block or remove any client profile once suspicion of illegal or incriminating activity has arisen. Smiths' Programming Studio also reserves the right to take any necessary action in order to resolve and control illegal or incriminating activities. We take no responsibility and assume no liability for these activities.

Visitors/Clients, including those on our website, may send us reviews, comments, complaints, compliments and other content; send e-cards and other communications; and submit suggestions, ideas, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Smiths' Programming Studio reserves the right to take any necessary action in order to resolve and control these issues.

Smiths' Programming Studio has the right but not the obligation to monitor or remove any activity or content. We take no responsibility and assumes no liability for any content transmitted by you or any third party.

All content included in or made available through any of our services, such as text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and software is the property of Smiths' Programming Studio or its content suppliers.