

## One Lit Place Website Design Terms and Conditions

*Last update: December 2022*

The below Terms and Conditions of our Website Design service are between the Participant ("You"), the Website Designer ("Editor") and One Lit Place ("Company").

*If You do not agree to these Terms and Conditions, you may contact the Company at [contact@onelitplace.com](mailto:contact@onelitplace.com) to cancel your order prior to your first meeting with your Editor or any work being performed by your Editor and receive a full refund of the amount paid (less any applicable payment processing fees).*

**Partaking in website design by submitting your website parameters and information to your Editor signifies your acceptance of all of the following terms and conditions.** This document will be provided to you as a downloadable file upon registration and emailed to you for your reference. If you have any questions or concerns, please email us at [contact@onelitplace.com](mailto:contact@onelitplace.com).

### Website Design Terms and Conditions

**Email Account & Correspondence.** You agree to receive email correspondence from One Lit Place and maintain a current and working email address on file with us. You may unsubscribe from our emails at any time, but if you unsubscribe, you will not receive pertinent information regarding your work.

**Payment.** Website Design is payable either as a single-payment flat rate service or as a two-payment flat rate service as listed on the One Lit Place website: <https://onelitplace.com/author-website-design/>

Payments may be directly on the website by credit card via Stripe or by private payment arrangement with One Lit Place. Should you require copy writing for your website, you may purchase that additional service on the [Author Website Design](#) page; should you need editing assistance with the content for the website, you may purchase a block of hours on the One Lit Place [website](#) or by contacting [contact@onelitplace.com](mailto:contact@onelitplace.com).

### Refund Policy.

- A full refund may be requested prior to any work being performed.
- Refunds will be returned via the method in which they were received less any applicable payment processing fees. \*Note, credit card refunds made through our payment provider may take up to six weeks for the credit to appear on your credit card statement. The money-back guarantee does not include a refund of any payment provider fees incurred.
- Once work on the requested service has begun, the amount to be returned to you will be prorated based on the Company's hourly rate for the work performed less any applicable payment processing fees. In the event the Editor has already performed work that is the hourly equivalent or greater than the flat rate amount originally paid by you, no refund will be issued.

**Cancellations and refund requests must be made in writing (to [contact@onelitplace.com](mailto:contact@onelitplace.com)).**

**Acknowledgement of Service Parameters.** Your Editor will provide you with the design of your website on the requested platform:

- Mailerlite (tutorial to teach you how to manage and update the website included)
- Wordpress with Elementor Theme (tutorial to teach you how to manage and update the website extra)
- Wix (tutorial to teach you how to manage and update the website included)

Prior to the start of work, the Client will be responsible for signing up for and purchasing a plan with the plan's associated platform and giving the login credentials to their designer. A separate domain name (URL) may also be required. Specifics regarding the look and feel of the website will also need to be submitted to the Editor via the form shared with you by the Company.

The packages come with two revisions:

1. First revision: After your Editor has created a first "draft" of your site, they will invite you to look at it with them in a 30-minute meeting, so you can make adjustments together.
2. Second revision: After implementing your feedback from the first draft, your Editor will share the URL of the completed site with you for a second round of feedback/to get your changes in writing, which they will implement prior to making the site "live."

\*Further changes or changes/additions to the site to be made later on may be made at our [Writing Coaching & Editing hourly rate](#).

**Editor Relationship.** Your Editor will communicate with you as to when they can reasonably provide the drafts of the website for your review and maintain transparent communication with you throughout the process up to the delivery of the site.

Should you schedule and miss the follow-up meeting or cancel within 24 hours, the meeting will be charged to the account at the Company's [Writing Coaching & Editing hourly rate](#). Any rescheduled meeting will be billed at our [Writing Coaching & Editing hourly rate](#) as well. A 25% rush fee based on the hourly rate may be applied to any project work requiring the Editor to pause other projects or work overtime in order to meet your deadline.

Whether you and your Editor meet virtually or in person, all written materials will be returned to you in Microsoft Word, or as a PDF upon mutual agreement between you and the Editor and in a time frame upon mutual agreement between you and the Editor. All website design elements will be shared with you inside the specified platform.

**Billable time.** Author Website Design is a flat-rate service for the design of a 5-page website including page construction, images, and header text. Two revisions are included, and in the Basic and Custom packages, manage/upkeep tutorials are included.

Should you require copy writing for the website, you may purchase the [Website Copy Writing Package](#). If you would like your existing copy edited, an Editor will be assigned to assist you at the Company's hourly rate. Please visit the One Lit Place [website](#) or contact [contact@onelitplace.com](mailto:contact@onelitplace.com) to purchase these hours. If

you would like to retain your designer for further work, maintenance or updates, a tutorial meeting to learn how to take over the maintenance and upkeep of your Room for Growth Wordpress site, or ongoing support, you may do so at the Company's hourly rate.

**Place of Work & Meetings.** You agree to undertake all electronic correspondence with the Editor in an online third-party platform with a private designated Team area of One Lit Place (<https://app.ringcentral.com>) to ensure consistency of communication and accurate and traceable delivery of all materials.

Prior to the start of the project work, you will be invited to the online platform and are requested to create an account and download the program and/or the app for ease of correspondence. The follow-up meeting may take place over the phone or via video conferencing.

**Editor's Status.** The Editor is an independent contractor. Nothing in this Agreement will be understood to create a partnership, joint venture or co-venture, agency, or employment relationship between you and the Editor. At the option of the Editor, you may credit or acknowledge the Editor and/or Company for the work developed under this Agreement.

**Client Ownership of Materials.** The Editor may modify, adjust, and provide new material to add to your original work. Neither the Editor nor the Company assumes ownership or rights of any works provided by you and edited for you. You retains sole ownership of your original materials.

Any new work conceived and performed by the Editor, including copywriting, edits, drafts, notes and research, is the exclusive property of the Editor until your account is paid in full. Once you pay all fees due under this Agreement, any copyright the Editor may have in the product developed under this Agreement will transfer to you.

**Confidentiality and Non-Disclosure.** You will provide all information that has a direct bearing on the successful outcome of the project and will inform the Editor in writing of any portion of the work or related information that is confidential. The Editor will hold in confidence and not disclose the confidential information to any third party, except with your written consent or as required by law with prior notice to you.

The Editor will take all reasonable steps to safeguard and prevent the loss, destruction, or unauthorized access, use, or disclosure of the confidential information using a reasonable degree of care and no less than the same degree of care used to protect the Editor's own confidential information. The Editor will promptly return to you or destroy, as directed by you, confidential information and any other client property requested by you at any time.

The Editor will not make any unauthorized use of any of your trade secrets, confidential information, proprietary property, trademarks, or copyrighted materials.

All materials and personal information provided by you will not be distributed for publication or other service by the Company or Editor. As an exception, the Company and/or the Editor will be allowed to use screen shots of the finished website, with your pre-approval and consent, for the purposes of a professional portfolio of provided services.

**Use of Copyrighted Work.** The Editor may endeavour to flag elements of a work that may require copyright permissions and, depending upon the terms specified in this Agreement, may assist you in obtaining the necessary permissions. However, unless otherwise specified in this Agreement, you accept responsibility for complying with copyright laws and obtaining the necessary permission to use any elements of provided text, graphics, photos, music and song lyrics, designs, trademarks, or other created work to be included in the final product.

**Warranties & Contingencies.** Editing is a process of offering advice and suggestions to you. While the Editor will make every effort to identify and bring questionable material to your attention, it is not possible to guarantee error-free content.

The Editor's responsibility is limited to notifying you of any suspected or unresolved issues within the edited work. You are responsible for accepting (or rejecting) the Editor's suggestions and resolving any issues identified by the Editor (e.g., suspected plagiarism).

Rejecting or disliking the Editor's suggestions is not a basis for refusing to pay fees outlined in this Agreement.

Late arrival of website design specifics, content, or any materials to the Editor will result in late delivery of the website design.

**Indemnity and Liability.** The Editor will comply with all applicable laws in the course of performing the services. You agree to indemnify the Editor and the Company from any and all claims or demands, including legal fees, that arise out of any alleged libel, copyright infringement, or other legal or contractual issues created by you in writing, revising, publishing, or otherwise using the work.

**Failure to Perform:** If the Editor cannot perform the duties outlined in this Agreement for reasons beyond your or Editor's control, the Company will make every effort to match you with another Editor to complete the project work. Should the Company be unable to fulfil the duties as set out by you and the original Editor, the Company will refund any amount paid by you for services not delivered (including any time paid for upfront). You will not have any further liability with respect to the Agreement.

The Company will not be liable for any amount in excess of the fees due under the Agreement. This limitation on liability also applies if information or materials are damaged or lost without fault on the part of the Editor.

**Termination.** The working relationship with the Editor and the Company can be revoked by either party at any time.

**Questions and complaints.** Any questions or concerns about the Website Design service may be directed to the Editor or to the Company at [contact@onelitplace.com](mailto:contact@onelitplace.com). We will respond to you as quickly as possible and all such discussions are confidential.

**By registering for any Website design service and using the Website and associated third-party websites, you agree to be bound by this TOS agreement.**

**Agreement Acknowledgement.** The Participant and the Company each confirm that they have full power and authority to enter into this Agreement and acknowledge that the acceptance of these Terms and Conditions and Terms of Service is sufficient proof of accepting the terms of this Agreement.

Please email [contact@onelitplace](mailto:contact@onelitplace) or call 647-812-6107 if you have any questions.

ONE LIT PLACE

Name: Jenna Kalinsky

Title: Founding Director