



MYGIFTCERT.COM TERMS AND CONDITIONS

Thank you for the opportunity to work with you to design and implement your new Mygiftcert.com website. Mygiftcert.com is a service that provides a gift certificate processing solution that includes proven sales forms accompanied by back-end functions like custom email notifications and credit card payment processing. You'll get a custom landing page with a gift certificate order form that your website visitors complete on line. When they buy a gift certificate using a credit card, you get an email letting you know and the customer gets an email confirming their gift certificate purchase.

Mygiftcert.com will host your website on its servers. Your website address will be a subdomain of Mygiftcert.com: you will select your name (subject to Mygiftcert.com approval) and your website address will be <yourname>.mygiftcert.com.

Mygiftcert.com will create a design for the site (layout, look and feel, colors, etc.). Using the standard website development framework, WordPress, Mygiftcert.com will complete the Website with the content submitted on the Sign Up form. The site will include, at a minimum, a gift certificate purchase form, customized for your business. The site will be built with responsive design techniques, meaning that the Website media and typography will automatically resize for optimal viewing, based on the visitor's device screen size.

Optionally, your initial one-page website can include additional sections, provided that you include the necessary content on the Sign Up form. The additional sections are About Us, Products and Services, Contact Us and Social Media links.

Your new website will be launched with the information you provided My and your custom gift certificate order form within two weeks of submitting your Sign Up form.

Once your website is launched, Mygiftcert.com will host and maintain your website including:

- reliable website hosting
- 24/7/365 email support via the Mygiftcert.com Support Portal
- website security and monitoring
- website software and utilities updates and
- website content additions and modifications

Mygiftcert.com warrants that its services will be performed in a professional, workmanlike manner and in accordance with the competence and standards generally accepted in the industry. Mygiftcert.com is not responsible for the loss of any data or damage to equipment, or for any consequential economic loss. Mygiftcert.com's liability in all cases will not exceed the fees paid for the services rendered.



During the course of delivering the services described here, each party may disclose confidential information to the other party. Each party agrees to use reasonable efforts to protect the other party's confidential information from unauthorized disclosure and shall use such confidential information solely for the purposes of performing its obligations in the project. Mygiftcert.com will never sell, rent or share your personal information, ever.

The Website will be developed using industry standard tools for website development. We make no warranties regarding the operation of these third party tools. Subject to our obligation to protect your confidential information, we are free to re-use any materials developed by Mygiftcert.com in the course of using these tools and providing the services.

Either party may terminate the service on written notice to the other. If you send Mygiftcert.com notice of termination, your Mygiftcert.com service will end at the end of the current 30 day billing cycle at which point your website will be removed from Mygiftcert.com servers.

Mygiftcert.com facilitates credit card processing for the sale of gift certificates on its client websites through Stripe.com, an online payment processor. Credit card purchases of gift certificates go directly through Stripe and are credited to your bank account directly. Mygiftcert.com provides access to online payment processing and is never involved in the financial transaction; that's between you and your customer. All gift certificate revenue is yours as are all credit card fees, chargebacks and other processing costs. Mygiftcert.com will assist you in setting up your Stripe account when you sign up for the Mygiftcert.com service.

Mygiftcert.com provides a one-page website, as described above, for a low, fixed monthly fee of \$140. The initial payment is made when the Sign Up form is submitted and will continue every 30 days until terminated. This will be scheduled as an automatic payment (Mygiftcert.com uses Stripe for its credit card processing too!).

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the website are either owned by you or that you have permission to use them. You own the graphics and other visual elements that we create for you for this project.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the markup, CSS and other code and we license it to you for use on only your Mygiftcert.com website.

We love to show off our work and share what we have learned with other people so we reserve the right to display and link to your Mygiftcert.com website as part of our portfolio and to write about Mygiftcert.com on websites, in magazine articles and in books about web design.