Terms and Conditions for Web Development and Graphic Design Services

Welcome to RayLab Web Services LLC, an LLC that provides professional web development and graphic design services. Before you engage in any services with us, please carefully read and understand the following Terms and Conditions, as they govern the contractual relationship between you (hereinafter referred to as "Client," "you," or "your") and RayLab Web Services LLC (hereinafter referred to as "we," "us," "our," or the "Company").

By using our services, you acknowledge that you have read, understood, and agreed to abide by these Terms and Conditions:

1. Services and Scope of Work

1.1 RayLab Web Services LLC agrees to provide web development and/or graphic design services as specified in the project proposal or agreement mutually agreed upon by both parties.

1.2 The scope of work will be defined in writing and may include specific deliverables, timelines, and costs. Any changes to the scope of work must be agreed upon in writing by both parties.

2. Client Responsibilities

2.1 The Client will provide all necessary materials, content, and information required to complete the project within a reasonable timeframe.

2.2 The Client will promptly respond to communications and requests for feedback or approvals during the project's development.

3. Fees and Payments

3.1 The Client agrees to pay the fees and expenses associated with the services as outlined in the project proposal or agreement.

3.2 Payments will be made according to the agreed-upon schedule, which may include a deposit, progress payments, and final payment upon project completion.

3.3 If payment is not received within the agreed timeframe, RayLab Web Services LLC reserves the right to suspend work on the project until payment is made in full.

4. Intellectual Property

4.1 The Client retains ownership of any intellectual property provided to RayLab Web Services LLC for use in the project.

4.2 Upon full payment, the Client will receive a license to use any deliverables created by RayLab Web Services LLC for their intended purpose. The license is non-exclusive, non-transferable, and limited to the Client's internal use only.

4.3 RayLab Web Services LLC retains the right to showcase the completed work in its portfolio and promotional materials unless otherwise agreed upon in writing by both parties.

5. Confidentiality

5.1 Both parties agree to treat all non-public information received during the project as confidential and shall not disclose or use such information for any purpose other than the project.

6. Project Timeline

6.1 RayLab Web Services LLC will make every effort to complete the project within the agreed-upon timeframe. However, we are not liable for delays caused by circumstances beyond our control.

6.2 The Client acknowledges that meeting project deadlines may depend on timely feedback and approvals from the Client.

7. Revisions and Change Requests

7.1 Minor revisions and changes may be included in the agreed-upon scope of work. Additional revisions or changes may incur extra charges at RayLab Web Services LLC's discretion.

8. Termination

8.1 Either party may terminate the project at any time for cause with written notice if the other party fails to fulfill its obligations under these Terms and Conditions.

8.2 If the Client terminates the project, they shall be responsible for paying for the services rendered up to the termination date.

9. Limitation of Liability

9.1 RayLab Web Services LLC will not be liable for any indirect, incidental, special, or consequential damages arising from the use or inability to use the services provided.

9.2 The total liability of RayLab Web Services LLC shall not exceed the total fees paid by the Client for the specific services that gave rise to the claim.

10. Governing Law and Jurisdiction

10.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Indiana, U.S.A, without regard to its conflict of laws principles.

10.2 Any disputes arising from these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts located in Indiana, U.S.A.

11. Modifications

11.1 RayLab Web Services LLC reserves the right to modify these Terms and Conditions at any time. The Client will be notified of any changes via email or other means of communication.

11.2 Continued use of our services after receiving the modified Terms and Conditions constitutes acceptance of the changes.

By engaging in our services, you signify your acceptance of these Terms and Conditions. If you have any questions or concerns, please contact us at contact@raylabwebservices.com.

These Terms and Conditions are effective as of 7/21/2023.

Thank you for choosing RayLab Web Services LLC for your web development and graphic design needs!

RayLab Web Services LLC
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