policies

openloopdesign
web site services

be in the loop: **openloopdesign.com** | chat: **503.916-9157**

Account & Billing Policies — Effective April, 2013

Account Intake Form: http://openloopdesign.com/accountform

To get your project started, Please visit this link to provide your account information, remit your Project Retainer, and agree to the Account Policies listed below. Thank you!

Account Identification:
- Client must provide accurate and current personal and business information, including SSN, EIN, address.
- All account paperwork is handled electronically; client must provide valid email address for account contact.

Estimates, Retainers, Prepayments:
- All project/work Estimates under $480 must be pre-paid.
- All other project/work Estimates require a Retainer of $480, due at the time the Estimate is approved.

Invoices & Remittance:
- Invoices are sent by Email only.
  - *Printed Invoices sent by USPS-mail are available for a $15 per-invoice fee.*
- **Invoice terms:** Total Balance, Due Upon Receipt, unless by previous written agreement.
- **Payment Method:** by Visa/Mastercard, you pay no additional transaction fees. *
  - *Checks are not accepted* (unless by special arrangements or previous agreement).
  - * *Clients based outside the U.S. may have additional transaction fees based on their location.*
- All Services, Tangible Assets, and Content remain the property of **openloop design** until Invoices have been paid in full.
- **Past Due Invoices:**
  - 28 days past-due: $40 late fee.
  - 60 days past-due: Services suspended; web site will be turned off.
    $80 re-activation fee will be assessed in addition to previous late fees.
  - 90 days past-due: Account will be placed with a collections-service.

Services, Tangible Assets, and License:
"Services" generally includes any time spent, billed or unbilled, by openloop design on behalf of the client. "Tangible Assets" includes any graphic design files or output files (such as, but not limited to: *.psd, .ai, .jpg, .tiff, .png, .eps, .pdf*), web site code files (such as, but not limited to: *html, css, php, ajax, js*) and generally represent the tangible, but digital, assets that make a web or printed design project function or exist. "Content" includes any written-copy, graphics, photographs, animations, or other communicative media.
Services and Tangible Assets are also often combined to provide other assets or systems of value, such as, but not limited to: form submissions systems, configured email systems, intake systems, etc.
Client License: This policies agreement provides the Client with a single-use License to utilize the Services, Tangible Assets, and Content as provided for their sole use as a single business or individual; Services, Tangible Assets, nor Content may be repackaged, resold, or provided to any other business or individual for free or for any other consdieration without the express written consent.

Release of Liability:
Client hereby agrees to hold harmless and release openloop design and all members, employees, and owners therof, of and from any and all claims, demands, causes of action or injury, lawsuits, damages, and liabilities, of all natures, whether it is known or unknown, in law or in equity, related to any aspect of the Project as outlined in the Estimate, or related to any associated services provided to the Client by openloop design. Client understands that the final responsibility for any content on web sites or other materials rests with the client and assumes all liability for any claims of fact, libel or harm that may arise as a result of that content.