



Dear Customer,

This letter is to confirm our understanding of the VEBA Web Development Agreement and the nature and limitations of the services VEBA will provide as well as the hosting & domains terms of service available online at veba.co/legal. Please note: Even though you may be participating in our special offers, all other documents online still apply.

1) Overview

- a) As part of the VEBA Web, certain customers will have their initial development service fees completely waived, hence making the development of their site free.
- b) However, customers will still be responsible for the actual maintenance, upkeep, hosting, domains, and other costs associated with keeping a website running.

2) Eligibility for Free Web Design

- a) VEBA reserves the right to accept or reject any person, company, or project for any reason.
- b) The customers' website requirements must meet our standards and limitations, depending on their VEBA Web plan level, in order for them to qualify for the waiving of development costs. If the scope exceeds the limitations set by the signed up plan level, the customer has to option to pay an additional development fee, or to cancel their project and request a refund from the billing department.
- c) If a customer is not eligible for a completely free website, they are still free to use VEBA's other services. Eligibility in this document simply defines a customers ability to qualify for a "free" website under the terms of the VEBA Web.

3) Deliverables

- a) VEBA reserves the right to provide different deliverables to different customers. I.e. the website provided may differ from customer to customer, depending on the industry, content, theme, pages, and other factors that go into the development of the site.
- b) Customers will be provided with an Estimate and SOW that must be accepted before development begins. Once development begins, the customer may be limited to the changes that are requested (see the Changes & Revisions section below).
- c) Website development time may vary, VEBA is not responsible to provide any rush services, or meet any deadlines.
 - i) Customers can request rush services, but a rush-fee may be applicable and not covered by the discounts provided by the "Free Web Design" section.
- d) During development period, the customer is required to keep an active credit card and pay for server up-time during development of the site.
 - i) VEBA promises to build the site within the first 4 weeks, with an average of 2 weeks turn-around time. If development takes longer due to circumstances within VEBA's control, then the client will be credited a pro-rated fee for 1 day of service for every day the development is delayed over 30 days.
 - ii) If the stall in development is due to lack of response, lack of materials, or other issue caused by the customer, VEBA is not responsible nor held accountable to the aforementioned timetable. It is up to the customer to provide the requested materials in a timely manner.
 - (1) In this case, the customer will be responsible to pay the full balance according to their selected plan level as development continues.

4) Changes & Revisions

- a) If any changes are requested outside of the originally negotiated Scope of Work (SOW), after development has already begun, VEBA reserves the right to deny request for those changes.
 - i) Additional fees may be applicable for changes that are outside the range of the original development agreement and SOW.
- b) All VEBA customers are provided with a certain amount of free "developer hours" per month of changes (usually 0.5 hours for most monthly plans). This entitles the client to request simple changes such as text and image updates.
 - i) Your VEBA Web Advisor is the ultimate authority on what changes can be made during this time period, and the amount of time that a change may take.
 - ii) If a requested change is estimated to take more than the allotted hourly credit, VEBA will provide the customer with a time estimate and the associated costs of that estimate. The customer then has the choice to continue with the change, upon which payment will be required and all other payments terms and conditions will apply.

5) Commitments

- a) In order for work to begin on a customer's free website, the customer must commit to the following:
 - i) The customer must agree to setup a monthly subscription for maintenance and upkeep included in their VEBA plan.
 - ii) An active credit card must be on-file to make these monthly payments.



- iii) The customer agrees to all of VEBA's terms and conditions, as well as any other applicable contracts and legal documents.
 - b) Development will not be started until the customer agrees to all the terms.
- 6) Guarantees
 - a) VEBA cannot and does not provide any guarantees for the following:
 - i) Website traffic, hits, and/or views,
 - ii) Increase in sales and/or profits,
 - iii) Higher Search Engine Rankings,
 - iv) Increase in subscriptions,
 - v) Increase in social media followers.
 - b) VEBA is not responsible for any loss of business due to uncontrollable circumstances.
- 7) Branding
 - a) VEBA reserves the right to place their name as the developer in a discrete location of the product. For Personal level plans and higher, this can be removed upon request by the client. Please contact a representative for details.
- 8) Payments
 - a) VEBA reserves the right to suspend (or temporarily disable) a customer's service (i.e. a website) if payment has not been received within 7 (seven) days of the due date.
 - b) VEBA is not responsible for any losses or damages caused by the suspension of the customer's service as a result of the late payment.
 - c) VEBA reserves the right to apply a service charge and/or late fee if payments are not paid per the terms of the estimate/invoice.
 - d) All payment plans are considered obligations to pay the total amount for the services covering the period agreed upon in the original estimate. If the customer no longer wishes to continue the service before the full payment is made, they may submit a payment for the remainder of agreed upon amount and the obligation will be considered fulfilled.
 - e) If no due date is set, the customer has 14-days to request changes from the date that the VEBA submits the project for final review. If no response is received after this time, the project is considered complete and standard payment policies apply. The customer is responsible to complete payment within the 14-day review period.
 - f) Auto-renew will be enabled by default, and the customer will automatically be charged at the end of their billing cycle.
 - i) If the customer no longer wishes to continue service, they are required to give notice before the next billing date.
 - ii) Customer can cancel a subscription by the following methods:
 - (1) Online via myVEBA portal (Client Area),
 - (2) Phone call to VEBA, or by
 - (3) Support ticket.
 - iii) No refunds will be given for cancellation requests after the service has been paid for. (I.e. the service must be cancelled prior to the next billing date).
 - g) Additional processing fees for Credit Cards and PayPal transactions of 2.9% may apply.
- 9) Special Offers
 - a) 30-Day Money-back Guarantee
 - i) If for any reason the customer is unsatisfied in the first 30 days, VEBA will refund the customer's initial payment in full.
 - ii) A request must be made within 30 days of first payment.
 - iii) After 30 days, the customer is not eligible for a refund.
 - iv) After 30 days, the customer is responsible for all on-going payments, bills, and other dues unless they cancel their service with VEBA.
 - b) 20% Price-match Guarantee
 - i) VEBA will price-match any hosting provider's original price and plan (if the service is offered by VEBA), then subtract an additional 20% discount, for a maximum of one (1) year.
 - (1) After one year, the auto-renewal price will increase to the regular price of the competitor. VEBA will not charge the customer more than the initial price charged by the original provider.
 - ii) VEBA will price-match any competitor's plan or promotion, and lock the customer into that price for the same length as the original provider's promotion, or for a maximum of one year, whichever comes first.
 - iii) When the promotion expires, the customer can renew with VEBA. Terms in subsection i) will apply.
 - iv) Services will be matched to a similar plan level, custom plan level, or other plan at the discretion of a VEBA Web Advisor.
 - v) This guarantee only applies to VEBA Hosting services, not web development services, domain services, or other VEBA services.