

# Terms of Service

v1.0 | 2023-11-29

## 1.1. Acceptance of Terms

By accessing and using the services provided by Delta Digital you agree to be bound by these Terms of Service. If you do not agree to these terms, please refrain from using our services.

## 1.2. Services Provided

Delta Digital offers web development, web administration, and consulting services. These include website creation, maintenance, updates, troubleshooting, and security enhancements. The scope of services will be detailed in the individual project and/or services agreements between Delta Digital and the client.

## 1.3. Client Responsibilities

Clients are responsible for providing accurate and necessary information for the successful execution of requested services. This includes but is not limited to providing access credentials and relevant project documentation.

## 1.4. Services and Payment Terms

Payment terms and rates for services will be outlined in the project agreement. Clients are required to make payments in a timely manner as specified in the agreement. Late payments may result in suspension or termination of services. As a general rule the payment terms are as follows:

- Fixed fee projects require 50% of total payment prior to work commencing. The remaining 50% will be paid within 30 days of project completion.
- Consulting hours will be billed at the end of the month in which they are rendered. Payment in full is required within 30 days of invoice date.
- Managed Services will be billed annually, one (1) year in advance. Payment in full is required within 30 days of invoice date.

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### 1.5. Confidentiality

Delta Digital The Company agrees to keep all client information confidential, including but not limited to login credentials, website data, and project details. The client also agrees to keep any proprietary information of the Company confidential.

### 1.6. Intellectual Property

Any intellectual property created or developed as a result of the services shall be the property of the Client upon full payment. The Service Provider retains the right to showcase the project in their portfolio.

### 1.7. Limitation of Liability

Delta Digital shall not be held liable for any direct, indirect, or consequential damages arising from the use of our services, including but not limited to data loss, business interruption, or financial losses

### 1.8. Termination

If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this Agreement by giving a fifteen (15) day written notice. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been made. Delta Digital reserves the right to terminate services immediately if the client breaches these Terms of Service or any project agreement.

### 1.9. Changes to Terms

Delta Digital reserves the right to modify these Terms of Service at any time. Clients will be notified of any changes, and continued use of our services constitutes acceptance of the revised terms.

### 1.10. Contact Information

If you have any questions or concerns regarding these Terms of Service, please contact us at [clients\[at\]deltadigital.us](mailto:clients@deltadigital.us).

### 1.11. Governing Law

These "Terms of Service" shall be governed by and construed in accordance with the laws of the state of Arkansas. Any legal action or proceeding related to these terms shall be filed in the courts of the state of Arkansas.