

# No Surprises Policy

January 1<sup>st</sup> 2015 (last review/update 6/5/2019)

Message to all our clients: First of all, we would like to thank you sincerely for the business you send Basebuild, Inc. Without you, we simply would cease to exist :). We strive to be as transparent as possible in our dealings with all our clients to ensure a safe and happy relationship. To that end we would like to be completely open and honest about how we operate and therefore are providing herein the Basebuild, Inc. “No surprises” policy. Thanks again!

**1) Domain registration & management:** Basebuild, Inc. will not register or maintain domains on behalf of customers. Should the client wish, they can register a domain themselves and provide Basebuild, Inc. access to the domain registrar for technical support. Basebuild, Inc. can also purchase a domain on behalf of the client (Basebuild, Inc. will charge our current hourly rate for the time required to do this) at a registrar of the client’s choice. Note the client is still responsible for monitoring and maintaining the domain name renewals in this case. A credit card is required should the client wish Basebuild, Inc. to purchase a domain on their behalf.

**2) Website hosting:** Basebuild, Inc. will not host or maintain a website hosting environment on behalf of customers. Should the client wish, they can purchase a hosting package themselves and provide Basebuild, Inc. access to the hosting for technical support. Basebuild, Inc. can also purchase a hosting package on behalf of the client (Basebuild, Inc. will charge our current hourly rate for the time required to do this) at a hosting company of the client’s choice. Note the client is still responsible for monitoring and maintaining the hosting in this case. A credit card is required should the client wish Basebuild, Inc. to purchase hosting on their behalf.

**3) 90-day guarantee policy:** Basebuild, Inc. will guarantee the functionality of code developed for up to 90 days after the provision of the code. Broken functionality resulting from client or third-party misuse or any broken functionality reported after the 90 day period will be reviewed for possible resolution at our current hourly rate.

**4) Hacking policy:** Due to the ever-increasing sophistication of hackers, it is impossible to be 100% certain that any given website will not be hacked in the future. At Basebuild, Inc., we do not claim to be security/hacking experts and cannot be held responsible for preventing, maintaining or fixing security or hacking related issues. We will however a) provide suggestions on ways you can maintain a more secure website and b) in the

event of a hacking incident, we can provide suggestions of some service providers and resources that could be used in hacking recovery efforts. In certain circumstances where our code has been compromised, we may need to bill the client at our usual hourly rate to repair damaged files.

**5) PCI DSS compliance:** Basebuild, Inc. wishes to let all our clients know that where credit card transactions are concerned, there is something called PCI DSS compliance that is required for all merchants that accept credit card payments by any means (in your office, over the phone, on your website etc.). Basebuild, Inc. can code Ecommerce website functionality, but we are not PCI DSS analysts or hacking experts and so can't be responsible for client PCI DSS compliance. Each client should become familiar with the PCI DSS requirements of their business and take appropriate actions to ensure ongoing compliance.

**6) HIPAA compliance:** Basebuild, Inc., is not a certified HIPAA compliance specialist and therefore does not support or create software that supports the storage or transmission of HIPAA sensitive data. We ask that if any client becomes aware of any section of their project requiring HIPAA compliance, that they please notify Basebuild, Inc. immediately, and that they secure the services of an appropriately certified HIPAA-compliance provider to meet with this need. Each client should become familiar with the HIPAA requirements of their business and take appropriate actions to ensure ongoing compliance.

**7) Web Accessibility Standards:** Basebuild, Inc., is not a certified Web Accessibility standards specialist and therefore does not support or create code that would pass an Web Accessibility Standards scan. We can handle SOME of basic/fundamental Accessibility requirements, just by nature of us being conscientious developers but we are not certified Accessibility experts and as such could not agree or sign off on making the site officially verified/passed as Accessible by these or any other standards. We ask that if any client becomes aware of any section of their project requiring Accessibility compliance, that they please notify Basebuild, Inc. immediately, and that they secure the services of an appropriately certified provider to meet with this need. Each client should become familiar with the Accessibility requirements of their business and take appropriate actions to ensure ongoing compliance.

**8) Browser support:** Unless requested otherwise, Basebuild, Inc. provides support for the following current/mainstream browsers: Internet Explorer 10, 11, Edge, Safari, Firefox and Chrome. Any need for support of any other browsers (including deprecated browsers such as Internet Explorer 8 and below) will possibly require additional

investment.

**9) Importance of a retainer:** One of the disadvantages of using less experienced development groups is that they fail to plan ahead post site launch. There are many aspects of a website that need to be maintained on an ongoing basis. Failure to do so can lead to site technical issues and even site security issues. For those reasons Basebuild, Inc. will not take on the responsibility of building a customer's website without an ongoing monthly retainer (unless we are simply creating a theme once-off based on a set of specific and limited requirements). Note: Due to the level of security knowledge required, technical retainers with Basebuild do not include support for hacking incidents.

### **Examples of items that need maintenance:**

**9.1) Plugins and software maintenance:** As much as possible it is best not to use common access plugins (e.g. WordPress plugins) when possible due to the fact that common WordPress plugins are available to everyone, including hackers. Unfortunately it is not always feasible to have a plugin-free WordPress website and as such it becomes important to ensure these plugins are updated and maintained on an ongoing basis.

**9.2) Site enhancements and updates:** Inevitably it is useful having a development team readily available if site enhancements are required.

**9.3) Marketing and ROI focused conversion advice:** With our extensive digital marketing background, we can bring to the table a host of conversion focused marketing suggestions (gathering user information, creating user bases, creating monthly newsletters, analyzing bounce rates and suggest ways of improving conversions to name a few).

### **Benefits of a retainer:**

**9.4) You become a priority:** Priority doesn't mean instant attention, however we will manage your help requests as soon as we possibly can.

**9.5) Savings:** We will not "nickle and dime" you if the time runs over the allotted hours a little on any given month thus giving you an improved rate over the long haul. Rather, we will review your expenditures every 3 to 6 months to ensure the retainer is working for both parties involved. Naturally if your retainer is set for 3-4 hours per month and one month you request for example 9 hours of work, then we can address a potential

increase in hours needed or perhaps simply set up a special task request for that scenario.

**9.6) Automated billing:** You don't have to manage billing work each month as we simply auto bill the same amount each month.

**9.7) Speed:** A retainer removes the need to send back and forth authorization on work quotes thus allowing our Dev team to get to work ASAP.

**9.8) Spreading investment:** As an example, you may require a task that takes 10-12 hours in total – an automated retainer of 4 hours per month would allow us to spread the investment payments over 2-3 months rather than needing to pay a larger lump sum upfront.

**9.9) The number of hours can be increased** if need be with a higher rate and support can be terminated at any time - note however should you wish to terminate the recurring monthly fee, we would naturally cease ongoing technical support.

**10) December holidays:** From approximately Dec 15th to January 2nd of each year, the Basebuild team likes to take some much needed rest. If we are working on your project close to the dates, you should be aware that you may perceive a temporary slow down in progress on your project. If this is going to be problematic for you, it is important that you inform us prior to starting the project.

**11) Our team is spread worldwide:** The Basebuild team is headquartered in Salt Lake City, UT however our team is not restricted to the United States. Basebuild has some incredibly talented team members (programmers, designers and project managers) whom are also located in the Philippines (Davao, Cebu and Manila to name a few locations).

*To the best of our knowledge any materials or intellectual property created are original and do not infringe upon the intellectual property rights of others.*