

Terms and Conditions

Introduction

Welcome to our web development and support services. At Master Media Network, we specialize in creating custom, high-quality websites tailored to each client's unique needs and goals.

Our team is dedicated to providing comprehensive solutions that not only establish but also enhance your online presence.

From the initial design and development to ongoing support and digital marketing, we are committed to helping your business thrive in the digital world. By choosing us, you're partnering with a team that values innovation, quality, and customer satisfaction above all else.

Acceptance of Terms

By engaging Master Media Network for web development, support, or marketing services, you acknowledge and agree to our Terms of Use. These terms constitute a legally binding agreement between you and Master Media Network, outlining the conditions under which our services are provided.

Your use of our services indicates your acceptance of these terms and any modifications that may be made to them over time. If, at any point, you do not agree to these terms, you are advised not to proceed with utilizing our services.

It is **your responsibility** to review these terms periodically for any changes or updates.

Description of Services

Web Development Services

Web Kit: This foundational package for new websites includes a header, footer, mobile optimization, domain connectivity, Google integration, and a favicon, essential for ensuring the site is user-friendly and fully functional from the outset. Additional features beyond this package are available upon request.

Home Page Development: Involves designing and developing the front page with the client's business name, a brief description, contact options, up to 100 words of copy, and a 15-second video showcase. More extensive content and longer videos can be accommodated upon request.

Service Page Creation: Develops a page detailing the client's services, including design, development, and up to 300 words of copywriting, with visuals or videos. Additional copywriting and more elaborate visual content are available upon request.

Product Page Development: Creates a page for displaying products, complete with design, development, and up to 300 words of copywriting. Requests for additional product descriptions or enhanced visual content can be accommodated.

About Us Page Development: Crafts a page to tell the client's story, including design, development, and up to 300 words of copywriting. For those wishing to include more comprehensive stories or additional team member highlights, options are available upon request.

Contact Page Setup: Establishes a contact page with essential information and a custom form up to 5 fields, ensuring straightforward communication. Clients can request additional fields or customization options for more detailed inquiries.

FAQ Section: Provides an FAQ section with clear, concise answers for up to 15 questions. If clients have more questions they wish to address, arrangements can be made to include them.

Gallery Feature: Showcases up to 50 photos of work, products, or events in a visually compelling gallery. For clients wishing to display more than 50 photos, additional accommodations can be arranged.

Blog Platform: A platform for sharing insights, news, and tips through engaging posts, designed for in-depth exploration of topics. Clients looking to have a more dynamic or extensive blog section can request additional postings.

Add Language Feature: Offers the addition of extra languages to enhance accessibility and user experience. Clients interested in more than the initially requested languages can have additional languages added, with each new language priced accordingly.

Live Chat Functionality: Implements a live chat feature for instant communication and support. If clients require advanced features or extended support hours for the live chat, these can be discussed and implemented as needed.

Custom Feature Integration: Allows for the development and integration of unique functionalities or pages tailored to specific needs, enhancing the website's overall capability. For clients with needs surpassing the initial custom feature scope, further customization options are available.

Web Support Services

Basic Web Support: This service includes domain registration and server hosting, covering all necessary expenses associated with these services. Furthermore, it encompasses modifications to up to 10 existing website elements (e.g., text updates, image replacements) per month to ensure the website remains up-to-date and functional.

Email Support: Clients are entitled to the setup of up to three (3) custom email addresses related to their domain, along with ongoing support for these email accounts. An option to configure additional custom email addresses beyond the initial three is available upon request and may incur additional charges.

Custom Support Request: We provide customized support tailored to the client's specific requirements, which may include, but are not limited to, application support, troubleshooting unique issues, and implementing custom changes to the website. Requests are evaluated on a case-by-case basis to determine scope and potential additional costs.

Existing Element Change: This provision allows for the minor modification of the website's current features, such as content updates and visual alterations, ensuring the website accurately reflects the client's current branding and informational needs.

Transfer Website Ownership: Our service facilitates the secure transfer of website control and ownership via the Wix Dashboard Platform. This process is designed to ensure a seamless and secure transition of website management rights to the client or a designated third party.

Web Marketing Services

Google Ads Management: Provision of services related to the setup, management, and optimization of Google Ads campaigns. The client acknowledges that performance can vary based on market conditions and budget.

Meta Ads Management: Services include the creation and management of advertising campaigns on Meta platforms (Facebook and Instagram), focusing on audience engagement and conversion optimization. The client understands that ad performance is subject to the algorithms of the platforms and audience response.

Search Engine Optimization (SEO): SEO services are provided with the aim of improving the client's website visibility on search engines through various optimization strategies. It is understood that SEO results are dependent on search engine algorithms and cannot be guaranteed.

Logo Design: Design services for the creation of a logo. The client will be provided with a set number of design revisions, as specified in the service agreement. Final logo design ownership will be transferred to the client upon completion.

Brand Identity Development: Development of a comprehensive brand identity, including but not limited to color schemes, typography, and graphic elements. Services include the creation of a brand guideline document.

Video Editing: Video editing services as specified in the service agreement. The client is responsible for providing all necessary raw footage in a format agreed upon.

Custom Design Services: Provision of design services for custom projects as agreed upon in the service agreement. Specifications and scope will be determined on a project-by-project basis.

All services outlined are subject to our comprehensive agreement terms and may be expanded based on client requests, ensuring a tailored approach to each website's development and support. Clients are encouraged to discuss any additional requirements or preferences with us to fully accommodate their needs.

User Obligations

Clients engaging with Master Media Network's services are expected to fulfill certain obligations to ensure a smooth development process and the successful completion of their projects. These obligations include, but are not limited to:

Providing Content: Clients must supply all necessary content, including text, images, and videos, required for the development of their website. It is crucial that this content is delivered in a timely manner, as agreed upon at the start of the project.

Accuracy of Information: Clients are responsible for ensuring the accuracy, legality, and propriety of the content they provide. This includes ensuring that they have the necessary rights or permissions to use any intellectual property included in the content.

Feedback and Approvals: Clients are expected to provide prompt feedback and approvals at various stages of the project. Delays in providing feedback can impact project timelines and may result in additional charges if the project scope is affected.

Communications: Clients should maintain open and responsive communication with the Master Media Network team throughout the project. This includes responding to inquiries, requests for information, and attending scheduled meetings or discussions as necessary.

Adherence to Terms: Clients must adhere to the terms and conditions outlined in the service agreement, including payment schedules, project deliverables, and any other obligations specified.

By fulfilling these obligations, clients help ensure that their website development project progresses efficiently and meets their expectations. Failure to meet these obligations may impact the quality, timeline, and overall success of the project.

Ownership and Intellectual Property

Initial Ownership: Master Media Network specializes in creating custom websites tailored to our clients' specific needs and preferences. Upon completion of the website development, Master Media Network retains the initial ownership of the website. This arrangement facilitates our ability to provide continuous support and marketing services.

Option for Continued Support: Clients are offered the option to subscribe to our Basic Support package, enabling Master Media Network to continue managing, updating, and optimizing the website on the client's behalf. This ensures the website remains efficient, secure, and aligned with the client's goals.

Transfer of Ownership Fee: Clients who opt to take over independent management and control of their website can request a transfer of ownership. This transfer is subject to a fee of \$200, covering the administrative and technical processes involved in transferring the website to the client through the Wix platform. The process includes the handover of all necessary files, access credentials, and any associated digital assets required for the client to fully operate their website.

Client-Provided Content: Clients are responsible for ensuring all content they provide, including text, images, and videos, is their property or they have permission to use it. Clients retain all intellectual property rights to this content.

Intellectual Property Rights: Master Media Network maintains intellectual property rights over custom code, designs, or proprietary solutions developed for the project. After the transfer, clients receive a non-exclusive license to use these elements on their website.

Autonomy Post-Transfer: Following the ownership transfer and settlement of the \$200 fee, clients gain full autonomy over their website. This includes responsibility for any future updates, modifications, or support services. Master Media Network will conclude its provided support and marketing services, unless a new service agreement is established.

Clients considering the transfer of their website's ownership are advised to review their service agreement for detailed terms and to contact Master Media Network directly with any inquiries or

to initiate the transfer process. Our goal is to ensure a transparent and smooth transition for clients wishing to independently manage their digital presence.

Service Transfer and Continuation

Website Ownership Transfer: Master Media Network recognizes the importance of flexibility and autonomy in managing your digital presence. As such, the transfer of website ownership from Master Media Network to the client can be requested at any time under the following conditions:

Transfer Within 30 Days of Launch: If a client requests the transfer of website ownership within the first 30 days following the website's initial launch, Master Media Network will facilitate this transfer at no additional cost to the client. This grace period is designed to allow clients sufficient time to assess their needs and capabilities in managing their website.

Transfer After 30 Days: Should a client decide to take over ownership of their website after the initial 30-day period has elapsed, a transfer fee of \$200 will be applied. This fee covers the administrative and technical tasks involved in securely transitioning the website to the client, including the handover of all relevant files, access credentials, and associated digital assets through the Wix platform.

Continued Support Services: Clients opting not to transfer ownership within the initial 30-day period may continue to benefit from Master Media Network's comprehensive web support and marketing services. These services are tailored to ensure the client's website remains secure, up-to-date, and aligned with their ongoing business strategies.

Initiating the Transfer: To initiate the transfer of website ownership, clients are requested to contact Master Media Network directly. Our dedicated team will provide all necessary assistance and guidance throughout the transfer process, ensuring a seamless and transparent transition, regardless of the timing of the request.

Agreement Details: Clients are encouraged to review their service agreement with Master Media Network for specific terms related to the transfer of website ownership and the continuation of support services. It is our commitment to provide clear, adaptable, and client-focused solutions for managing and enhancing your online presence.

Payment Terms

General Payment Structure: Master Media Network is committed to providing transparent and flexible payment options for our clients. Payments for our services can be made through third-party services, such as PayPal, or via various cryptocurrencies, accommodating the diverse preferences of our clientele.

Pricing Determination:

Initial Consultation: The pricing for web development, as well as support and marketing services, is determined during an initial consultation meeting. This meeting between the client and a Master Media Network webmaster is crucial for establishing the exact specifications and requirements of the website, allowing us to provide a tailored and accurate quote.

Web Development Payment: Payment for website development services is required in advance. This upfront payment policy reflects the commitment of resources and the commencement of work based on the client's specific needs as outlined in the initial consultation.

Support and Marketing Services Payment: Payments for ongoing support and marketing services are generally structured on a monthly basis. This recurring payment model ensures continuous and comprehensive service to maintain and enhance the client's web presence.

Refund Policy:

No Refund After Development Commences: Once the development of the website has started, Master Media Network cannot offer a refund. This policy is in place due to the nature of our work, involving dedicated time, resources, and the customization of services based on individual client consultations.

Service-Specific Pricing:

Custom Quotes: The price for web development, as well as support and marketing services, is based on the outcomes of the consultation meeting. Factors influencing pricing include the complexity of the website design, the functionality requested by the client, and any specific marketing or support services required. Each project is bespoke, and pricing reflects the custom nature of our services.

Clients are encouraged to discuss any payment-related inquiries directly with Master Media Network to ensure clarity and satisfaction with our financial arrangements. Our goal is to provide flexible payment solutions that accommodate the unique needs and preferences of each client while ensuring the highest quality of service.

Limitation of Liability

Master Media Network strives to deliver high-quality web development, support, and marketing services. However, it is important for clients to understand the scope of our liability in providing these services.

Scope of Services: While we aim for your website to perform optimally, Master Media Network cannot guarantee that our services will be uninterrupted, timely, secure, or error-free at all times due to the nature of digital services and the reliance on third-party platforms and technologies.

Content Accuracy: Master Media Network is not responsible for the accuracy, legality, or any other aspect of the content provided by clients for their website. The client assumes full responsibility for all content on their website, including text, images, and video, and agrees to indemnify Master Media Network against any claims arising from this content.

Third-Party Services: Our services may include integration with or recommendations for third-party services or products. Master Media Network is not liable for any loss or damage arising from the use of these third-party offerings. Clients are encouraged to review the terms and conditions of any third-party services.

Limit of Liability: In no event will Master Media Network be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the services; (ii) any conduct or content of any third party on the services; (iii) any content obtained from the services; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage.

Maximum Liability: Notwithstanding the above, Master Media Network's maximum aggregate liability to any client for any claims arising out of or related to the agreement or use of services shall not exceed the total amount of fees paid by the client to Master Media Network for the services in question within the twelve (12) months immediately preceding the event giving rise to such claim.

This limitation of liability is a fundamental element of the basis of the agreement between Master Media Network and its clients and shall apply to the fullest extent permitted by law.

Clients are encouraged to ensure that they have all necessary rights and permissions for any content or data used or provided as part of the services and to maintain adequate backups of data. Master Media Network advises clients to consult with their legal counsel regarding their specific situation and the use of Master Media Network services.

Content Responsibility

Client-Provided Content: Master Media Network highly values and encourages clients to provide their own content, including images, videos, and text, for the creation of their website. Utilizing client-specific content not only ensures that the final product authentically represents the client's brand and vision but also directly involves the client in the creative process.

Use of Free Resources: In instances where clients are unable to provide their own content or additional content is needed to complement the client-provided materials, Master Media

Network may source and utilize free images and videos available through various public domain or creative commons resources. While we strive to enhance your website with high-quality visuals and content, the suitability and integration of these resources will be determined in consultation with the client to best meet the project's requirements.

Responsibility and Rights: Clients are responsible for ensuring that all content they provide is either owned by them or they have the proper licensing, permissions, and rights to use such content on their website. This includes text, images, videos, and any other material submitted for inclusion on the site.

Indemnification: The client agrees to indemnify and hold harmless Master Media Network from any claims, liabilities, damages, or costs that arise as a result of the use of client-provided content or content sourced by Master Media Network on behalf of the client.

Content Review and Approval: Master Media Network will work closely with clients to select and approve all content for the website, ensuring alignment with the client's objectives and compliance with legal requirements. The final approval of content, including that sourced by Master Media Network, rests with the client, ensuring that the website accurately reflects the client's brand and message.

By providing content or approving the use of sourced content, clients affirm their understanding and acceptance of these responsibilities. Master Media Network is committed to collaborating with clients to create engaging and effective websites while navigating the complexities of content rights and responsibilities.

Termination of Services

Master Media Network values the flexibility and control our clients have over their web development, support, and marketing services. Here are the key points regarding the termination of services:

Service Discontinuation: Clients have the right to discontinue using Master Media Network's services at any time. If a client decides to terminate their services, they may do so with the understanding that their current monthly subscriptions will continue until the end of the paid billing cycle.

Website Ownership Transfer: Should clients choose to terminate their services with Master Media Network, the option to transfer website ownership is available at any point. This ensures clients have the freedom and flexibility to take control of their website, regardless of their decision to continue or discontinue our services.

Non-Refundable Development: It's important to note that once payment for web development has been made and development work has commenced, this process cannot be halted or

refunded. This policy is in place due to the resources and planning allocated to each project from the start. Clients are encouraged to review and confirm all project details during the initial consultation meeting to ensure alignment with their vision and requirements.

Monthly Subscriptions: For clients on monthly subscription plans for support or marketing services, termination of these subscriptions will result in the cessation of services at the end of the current billing period. No additional charges will be incurred following the termination of the subscription, and any services in progress will be completed as agreed upon.

Master Media Network is committed to providing a seamless and transparent process for clients who wish to alter or terminate their services. Our goal is to support your business's digital presence in whatever capacity suits your needs best. For further details on terminating services or transferring website ownership, please contact our support team directly.

Dispute Resolution

Master Media Network is dedicated to providing high-quality web development, support, and marketing services. In the interest of fairness and transparency, the following dispute resolution process is established to address any concerns or disagreements that may arise during our engagement:

Initial Resolution Attempt: We encourage clients to first contact Master Media Network directly to discuss any issues or disputes informally. Our team is committed to understanding your concerns and seeking a mutually satisfactory resolution through open communication and negotiation.

Governing Law: All services provided by Master Media Network, as well as these Terms and Conditions, are governed by and construed in accordance with the laws of the Republic of Serbia. Any dispute, claim, or disagreement arising out of or in connection with these Terms and Conditions, including their validity, interpretation, or performance, shall be subject to the exclusive jurisdiction of the courts of the Republic of Serbia.

Formal Legal Proceedings: If an amicable resolution cannot be achieved through direct communication and negotiation, clients agree to submit the dispute to the competent courts of the Republic of Serbia for formal resolution. Both Master Media Network and the client agree to engage in the legal proceedings in good faith, based on the merits of the case and in accordance with the applicable laws.

Mediation and Arbitration: Prior to engaging in formal legal proceedings, both parties may consider mediation or arbitration as alternative methods of dispute resolution, if mutually agreed upon. The process, choice of mediator or arbitrator, and specific terms will be agreed upon by both parties in writing before proceeding.

Master Media Network aims to ensure a positive and productive relationship with all our clients. By outlining a clear process for dispute resolution, we strive to maintain trust and transparency in all our interactions. We believe that most concerns can be resolved amicably and that formal legal proceedings can often be avoided through effective communication and negotiation.

Amendments to Terms

Master Media Network reserves the right to update, modify, or otherwise amend these Terms and Conditions at any time to reflect changes in our services, legal requirements, or any other factors we deem relevant. Such amendments are essential for the ongoing relevance and legal compliance of our agreements with clients. Here is our process for implementing and communicating changes to our terms:

Notification of Amendments: Clients will be notified of any amendments to these Terms and Conditions through direct communication channels, such as email, or via a prominent notice on our website. This ensures that all clients are aware of any changes that may affect their use of our services.

Effective Date: The amendments will specify their effective date. Clients will have a clear understanding of when the changes come into play and how they may impact their ongoing use of Master Media Network's services.

Review and Acceptance: Clients are encouraged to review any amendments carefully. Continued use of Master Media Network's services after the effective date of these changes will constitute acceptance of the amended terms. If a client disagrees with the changes, they have the option to discontinue using our services.

Archival of Previous Terms: For transparency and reference, previous versions of our Terms and Conditions will be archived and made available upon request. This allows clients to review historical terms and understand the evolution of our service agreement.

It is our commitment to operate with transparency and integrity, ensuring that all clients are fully informed and comfortable with the terms under which we provide our services. Master Media Network values the trust our clients place in us and seeks to maintain open lines of communication at all times, especially concerning changes that may affect our service relationship.

Privacy Policy

At Master Media Network, we are committed to protecting the privacy and security of our clients' personal and business data. Our Privacy Policy is designed to inform you about how we collect,

use, protect, and share information gathered through our services. Below is a summary of our key practices:

Information Collection: We collect information that you provide directly to us, such as contact details, content for your website, and any other information related to your web development, support, and marketing needs. Additionally, we may collect technical data about your use of our services for improvement and analytical purposes.

Use of Information: The information we collect is used to provide and improve our services, communicate with you about your projects, support your website, and inform you of any changes or updates to our services.

Data Protection: We implement a variety of security measures to maintain the safety of your personal and business information. Access to your data is restricted to authorized personnel who are bound by confidentiality obligations.

Data Sharing: Master Media Network does not sell, trade, or otherwise transfer your personally identifiable information to outside parties without your consent, except as necessary to provide the services requested by you or to comply with legal requirements.

Contact Information

For any inquiries, support requests, or further information regarding our services, Terms and Conditions, or Privacy Policy, please feel free to reach out to us through the following contact detail:

Email: office@mastermedia.net

At Master Media Network, we are dedicated to providing you with exceptional service and support. Our team is ready to assist with any questions or needs you may have about our web development, support, and marketing services. We strive to respond to all inquiries promptly to ensure your experience with us is as smooth and informative as possible.

We value your feedback and are here to help with any aspect of your project or our services. Do not hesitate to contact us for assistance or more detailed information.