

STARTWISE DIGITAL LLC – TERMS OF SERVICE

Last Updated: November 2025

Governing Law: New York, USA

These Terms of Service (“Agreement”) govern all services provided by StartWise Digital LLC (“Provider”) to the “Client.”

By paying for services or submitting content, the Client agrees to these terms.

1. DEFINITIONS

1.1 Initial Build

The Initial Build consists of ONE single-page static website containing 3–4 basic sections (Hero, About, Services, Contact) and up to 5 images total. The Initial Build includes basic structure, placeholder content, simple styling, and a preliminary layout.

The Initial Build does NOT include:

- additional pages
- more than 4 sections
- sliders, galleries, carousels
- large animations
- videos (unless voluntarily added as a courtesy)
- complex layouts or premium design work
- custom features, booking systems, API integrations, backend
- more than 5 images

Additional pages or sections require paid iterations or redesign.

1.1-A Pre-Sale Demo Clause

Any pre-contract demos, previews, or prototype videos shared with the Client are for demonstration only

and do NOT constitute the Initial Build, nor do they create any project obligation. Work begins only after payment.

1.2 Iteration

One round of edits submitted as one consolidated list (maximum 10 change items).

Micro-changes included only at Provider's discretion.

Work begins only after Provider provides a "Work Start Confirmation."

1.3 Change Item

A single modification such as:

- editing text
- replacing/adding one image
- changing a color
- adding/editing a button
- rearranging one section
- adjusting a CSS property group
- modifying an existing section
- adding/changing a hyperlink

1.4 Small New Section

A small new section is a one-screen static block containing a heading, paragraph, up to 3 images, up to 3 buttons, FAQ block, gallery, or embed. Creating a NEW small section costs \$5.

Editing an existing small section may count as 1 change item.

1.5 Micro-Changes (Provider-Controlled)

Micro-changes are tiny edits under Provider discretion. Excessive requests may require paid iterations.

1.6 Redesign

Triggered by ANY:

- adding/modifying more than 3 major sections (removal does NOT trigger redesign)
 - rearranging over 50% of page elements
 - rebuilding homepage or multiple major sections
 - changing typography across entire site
 - changing layout grid or structure
 - work requiring 60+ minutes
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2. SCOPE OF SERVICES

Provider offers static websites, landing pages, design edits, iterations, domain assistance, DNS setup, tool recommendations, and optional paid support.

Not included:

- backend systems
- databases
- member login portals
- subscription systems
- custom applications
- API-based features

Clients may need to create accounts for hosting, registrar, Stripe, GitHub, etc.

3. \$100 TIER PACKAGE TERMS

Includes:

- Initial Build
- Domain connection
- One free iteration
- Optional redesign before iteration
- Micro-changes at Provider discretion

Free Iteration must be requested within 14 days of prototype delivery.

Discounted redesign: \$20 (only before free iteration is used).

After free iteration → redesign becomes \$49.

4. ITERATION POLICY

Iterations must be submitted as one list (max 10 change items).

If limit exceeded:

Provider notifies Client → Client revises → extra items may move to new iteration with approval.

Pricing:

Iterations 1–3: \$15

Iterations 4–6: \$20

Iterations 7–9: \$25

Beyond 9 → custom price

Price increases apply to future iterations only.

Refunds:

Refund only if paid AND list not submitted.

No refunds once work begins.

5. REDESIGN POLICY

Discounted redesign: \$20 (before free iteration)

Standard redesign: \$49

6. DOMAIN & DNS POLICY

Domains must be purchased under Client accounts or accounts created using Client email.

Provider never registers domains under its own accounts.

Provider does not retain long-term access.

7. DNS, HOSTING & SECURITY DISCLAIMER

Provider handles initial DNS setup only. After launch, Client is responsible for renewals, DNS changes, propagation delays, email authentication, hosting outages, and security breaches.

8. PAID SUPPORT & MAINTENANCE

Support billed at \$30 per 30 minutes.

Provider may refuse support requiring:

- backend
 - server-level work
 - malware cleanup
 - API/account setups
 - tasks outside Provider expertise
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9. COST-EFFECTIVE SOLUTION DISCLAIMER

Provider recommends cost-effective tools but cannot guarantee:

- cheapest pricing
 - price stability
 - awareness of all alternatives
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10. THIRD-PARTY SERVICES DISCLAIMER

Provider not responsible for outages, failures, or changes in third-party services.

11. SUBCONTRACTOR / FREELANCER PROTECTION

Provider may use subcontractors.

Client may NOT pursue any claim directly against subcontractors.

12. CLIENT CONTENT & COPYRIGHT

Client must provide legally owned assets.

Client indemnifies Provider and subcontractors.

13. LIMITATION OF LIABILITY

Provider not liable for revenue loss, downtime, SEO issues, misuse, outages, expired domains, hosting failures, or hacks.

Maximum liability = amount paid.

14. COURTESY WORK CLAUSE

Optional extra work—such as videos, animations, additional styling, or extra sections—is a courtesy and does NOT modify the scope or create obligations.

15. PAYMENTS, REFUNDS & CHARGEBACKS

Payment required upfront.

Refunds follow iteration/redesign rules.

Chargebacks will be disputed.

16. ACCEPTANCE OF WORK

Approving Initial Build or any iteration = final acceptance.

17. GOVERNING LAW

New York law governs this Agreement.

18. ENTIRE AGREEMENT

This Agreement supersedes all prior discussions. No verbal agreements modify these terms.