STARTWISE DIGITAL LLC – TERMS OF SERVICE

Last Updated: November 2025

Governing Law: New York, USA

UPDATE CLAUSE

StartWise Digital LLC may update these Terms of Service at any time. Updates apply ONLY to future purchases.

For any completed transaction, the version of the Terms active at the time of payment is the version that applies.

PRE-SALE / DEMO PROTECTION CLAUSE

Any preview, mockup, draft, prototype, or demonstration ("Pre-Sale Demo") created before payment is made is provided solely for evaluation purposes.

A Pre-Sale Demo:

- is NOT an Initial Build,

- does NOT begin the service,

- does NOT obligate Provider to complete any work,

- does NOT include any rights to revisions, iterations, or redesigns,

- is NOT included in the $100 package or any paid service.

No work officially begins until full payment is made and Provider confirms the start of service in writing.

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1. DEFINITIONS

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1.1 Initial Build

A single static website page containing up to 4 sections, up to 5 images, standard text content, and basic layout.

Initial Build excludes videos, animations, external API integrations, sign-up systems, dashboards, booking systems, or backend logic.

1.2 Iteration

One round of edits submitted as one consolidated list (maximum 10 change items). Work begins only after Provider sends a "Work Start Confirmation."

1.3 Change Item

A change item is one discrete modification, including:

- Editing one block of text

- Replacing or adding one image

- Changing one color (including full palette change)

- Adding or editing one button

- Rearranging one section

- Adding one small section (requires $5 small-section fee)

- Adjusting one CSS property group

- Adding or changing one hyperlink

## 1.4 Small New Section

A single static block containing items such as a heading, paragraph, up to 3 images, up to 3 buttons, FAQ block, gallery, or embeds.

A small new section costs $5 and counts as 1 change item.

## 1.5 Micro Changes

Provider may, at its discretion, allow tiny edits (typos, capitalization, one-word changes).

Micro changes are NOT unlimited and may be counted as change items if excessive.

## 1.6 Redesign

Triggered by any of the following:

- Adding or modifying more than 3 major sections

- Rearranging more than 50 percent of page elements

- Rebuilding the homepage

- Rebuilding multiple sections

- Changing typography across the entire site

- Changing layout grid systems

- Any request requiring over 60 minutes of work

Removing sections alone does NOT trigger a redesign.

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## 2. SCOPE OF SERVICES

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Provider supplies static websites, landing pages, design modifications, iterations, domain assistance, DNS setup, and support.

No backend systems, databases, dashboards, memberships, API integrations, booking systems, or custom applications are included unless separately contracted.

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3. $100 TIER PACKAGE TERMS

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3.1 Includes:

- One Initial Build

- Domain connection

- One free iteration

- Up to 10 change items within that iteration

- Optional discounted redesign before free iteration is used

3.2 Domain Cost NOT Included

The $100 package does NOT include domain purchase. The Client is responsible for purchasing and maintaining their domain separately.

3.3 Free Iteration Window

Must be requested within 14 days of prototype delivery.

3.4 Discounted Redesign ($20)

Available ONLY if the free iteration has not been used or accepted.

3.5 Discount Expiration

Once the free iteration is used or approved, the discounted redesign is void. Standard redesign = $49.

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4. ITERATION POLICY

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Iterations must be submitted as one consolidated list. Max 10 change items.

Pricing:

- Iterations 1–3: $15 each

- Iterations 4–6: $20 each

- Iterations 7–9: $25 each

Beyond 9 → custom pricing

If Client exceeds limits, Provider will notify Client and allow list revision before requiring paid iterations.

Refunds allowed only if:

- Client paid AND

- No list was submitted

No refund once work begins.

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5. REDESIGN POLICY

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Discounted redesign: $20 (free iteration unused)

Standard redesign: $49

Triggered based on Section 1.6 definitions.

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6. DOMAIN AND DNS POLICY

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

Provider never registers domains under its own accounts.

Provider does not retain long-term access to Client registrar or hosting accounts.

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7. DNS, HOSTING AND SECURITY DISCLAIMER

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Provider handles initial DNS setup only. After launch, Client is responsible for:

- DNS changes

- Registrar access

- Renewals

- Propagation delays

- Email authentication (SPF, DKIM, DMARC)

- Hosting outages

- Security breaches or hacks

Post-launch DNS changes count as paid support.

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8. PAID SUPPORT AND MAINTENANCE

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Post-launch support is billed at $30 per 30 minutes ($60 per hour).

Provider may refuse support if:

- outside expertise

- backend or server-level work

- hacking or malware recovery

- API integrations

- account creation or setup

- violates Provider policies

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9. COST-EFFECTIVE SOLUTION DISCLAIMER

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Provider may recommend cost-effective tools or platforms but does NOT guarantee:

- cheapest available option

- future pricing stability

- awareness of all alternative solutions

Recommendations reflect reasonable professional judgment.

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10. THIRD-PARTY SERVICES DISCLAIMER

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Provider is not responsible for failures, changes, outages, or policies of hosting, domains, Stripe, Google, Netlify, Vercel, or any third party.

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## 11. SUBCONTRACTOR AND FREELANCER PROTECTION

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Client acknowledges that Provider may engage subcontractors, assistants, or freelance partners to perform portions of the work.

Subcontractors act under Provider's direction and owe no direct duty to Client. Client may not bring claims directly against any subcontractor or

freelancer; any claim must be brought solely against StartWise Digital LLC and will be limited by the liability caps in these Terms.

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## 12. CLIENT CONTENT AND COPYRIGHT

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Client is responsible for ensuring all submitted content is legally owned or licensed.

Client indemnifies Provider from copyright-related claims.

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## 13. COURTESY WORK CLAUSE

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Any optional features, enhancements, or extra work performed voluntarily by Provider — including videos, animations, additional styling,

or extra sections — are provided as a courtesy and do NOT modify the scope of services or create any obligation to continue providing such features.

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## 14. LIMITATION OF LIABILITY

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Provider is not liable for:

- lost revenue

- downtime

- SEO results

- misuse by Client

- third-party outages

- hacking incidents

- expired domains

Maximum liability equals the total amount Client paid for the specific service.

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15. INDEMNIFICATION

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Client indemnifies and holds Provider harmless from claims related to:

client content, domain issues, hosting, misuse, illegal activity, or security breaches.

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16. PAYMENTS, REFUNDS AND CHARGEBACKS

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Payment is due upfront.

Refunds follow iteration and redesign rules.

Chargebacks will be disputed with full documentation.

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17. ACCEPTANCE OF WORK

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Approval of Initial Build or any iteration means acceptance.

Future updates require paid support.

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18. GOVERNING LAW

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This Agreement is governed exclusively by New York law.

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## 19. ENTIRE AGREEMENT

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This Agreement supersedes all prior discussions.

No verbal agreements modify these terms.