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. By checking the box, clicking "Pay," or submitting payment, the Client affirms they have read, understood, and agree to these Terms.

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. A Pre-Sale Demo is not an Initial Build, does not begin the service, does not obligate StartWise Digital LLC to complete work, and includes no rights to revisions, iterations, or redesigns. No work begins until full payment is made and Provider confirms the start of service in writing.

1) Definitions

1.1 Page

A single static HTML page. Unless otherwise stated, each Page includes up to four Sections and uses the asset limits defined by the Client's tier.

1.2 Section, New Section

A Section is one layout structure with no nested layouts. It uses one row OR one column grouping (not both), and does not contain rows within columns or columns within rows. A Section may include:

- one heading
- one paragraph block
- up to two buttons
- up to two images OR one gallery containing up to three images

If a request attempts to combine multiple layout structures, requires nesting, or packs multiple Section-level features into one block, the Provider will separate the work into multiple Sections at the Provider's discretion and bill accordingly.
Expanding a Section beyond reasonable visual boundaries (e.g., attempting to turn a Section into a full-page layout or multi-section composite) will result in additional Sections being billed at the standard rate.
For pricing, a "New Section" add-on is simply an additional Section as defined in this §1.2.

1.3 Initial Build

- Starter Initial Build: one Page (up to four Sections), up to five images.
- Standard Initial Build: two Pages (each up to four Sections), up to ten images total.
- Premium Initial Build: three Pages (each up to four Sections), up to fifteen images total.

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

1.4 Iteration

One round of edits submitted as one consolidated list, maximum ten change items. Work begins only after Provider sends a Work Start Confirmation. Requests that require new Sections or Pages are billed as add-ons.

1.5 Change Item

One discrete modification, such as: editing one text block; replacing or adding one image; changing one color (including global palette change); adding or editing one button; rearranging one Section; adjusting one CSS property group; adding or changing one hyperlink.

1.6 Redesign

A redesign materially changes layout and visual structure. Redesigns may be triggered by any of the following:

  • adding or modifying more than three major Sections on a Page

  • rearranging more than 50% of Page elements

  • rebuilding the homepage

  • rebuilding multiple Sections on a Page

  • changing typography across the entire site

  • changing the layout grid system

  • any request requiring over 60 minutes of work

Removing Sections alone does not trigger a redesign.

1.7 Premium Redesign Credit

For Premium tier Clients only: one free redesign covering up to the number of Pages included in the Client's original tier (three Pages). If the Client later purchases additional Pages, redesigning those additional Pages is billed at the discounted New Page add-on rate.

2) Scope of Services

Provider supplies static websites, landing pages, design modifications, iterations, domain assistance, DNS setup, and optional support. No backend systems, databases, user-login/membership systems, dashboards, API integrations, booking systems, or custom applications are included unless separately contracted.

3) Website Design Tiers

Starter — $100

  • One Page (up to four Sections)

  • Up to five images

  • Domain connection and launch

  • One free iteration (request within 14 days of prototype delivery)

  • Consultation and redesign not included

Standard — $149

  • Two Pages (each up to four Sections)

  • Up to ten images total

  • Domain connection and launch

  • One free iteration

  • 15-minute website consultation included

  • Redesign not included

Premium — $199

- Three Pages (each up to four Sections)

- Up to fifteen images total

- Domain connection and launch

- Two free iterations

- 30-minute consultation included

- One free redesign credit (covers up to three Pages; see §1.7)

Domain Cost Not Included (all tiers). The cost to purchase and renew a domain name is not included and must be paid by the Client separately. Domains must be purchased under Client-owned registrar accounts (see §6).

4) Add-Ons and Optional Services

- New Page (up to four Sections): $29 per Page

- New Section: $15 each

- Additional Iteration: $25 each (standard rate; discretionary discounts may be applied by Provider)

- Consultation: $30 per 30 minutes

Requests within an iteration that require creating new Sections or Pages will be billed at the add-on rates above. All add-ons are custom work and are non-refundable once purchased.

5) Iteration Policy

Iterations must be submitted as one consolidated list. Maximum ten change items per iteration. Standard rate for additional iterations is $25 each. Provider may, at its sole discretion, apply promotional or discretionary discounts; such discounts do not modify the standard iteration rate and may vary per client.
Requests that combine multiple nested layouts, extended content blocks, or multiple Section-level features into a single Section will be separated into multiple Sections and billed accordingly. Iterations cannot be used to exceed the number of Pages included in the Client's tier without purchasing the New Page add-on.
Refunds for iterations are allowed only if the Client paid and no list was submitted. No refund once work begins on the iteration.

6) Domain and DNS Policy

Domains must be purchased under Client accounts or accounts created using the Client's email. Provider never registers domains under its own accounts. Provider does not retain long-term access to Client registrar or hosting accounts. Provider handles initial DNS setup only. After launch, the Client is responsible for registrar access, renewals, propagation delays, email authentication (SPF, DKIM, DMARC), and any DNS changes. Post-launch DNS changes and troubleshooting are paid support.
If Provider creates a Netlify, Vercel, or similar deployment account on behalf of the Client, the Client must change the password immediately after setup. Provider will not retain access unless expressly granted temporary access for support.

7) Redesign Policy

A redesign is a paid add-on service. Clients may request a redesign at any time; however, the Provider retains sole discretion to determine whether the request qualifies as a redesign based on the triggers outlined in §1.6.

Redesign pricing starts at $49 and this base price covers only the number of Pages originally included in the Client's purchased tier (1 Page for Starter, 2 Pages for Standard, 3 Pages for Premium). If the Client has added

additional Pages beyond their original tier, those extra Pages are not included in the $49 base redesign and will be redesigned at the discounted New Page add-on rate per Page. For Premium Clients, the free redesign credit applies only to the three Pages included in the Premium tier; additional Pages are redesigned at the discounted New Page rate.

8) Paid Support and Maintenance

Post-launch support is billed at $30 per 30 minutes ($60 per hour). Provider may refuse support if the request is outside Provider's expertise, tools, or scope; requires backend or server-level work; involves hacking or malware recovery; requires API integrations or account creation; or violates Provider policies.

9) Cost-Effective Solution Disclaimer

Provider may recommend cost-effective tools or platforms but does not guarantee the cheapest available option, future pricing stability, or awareness of all alternatives. Recommendations reflect reasonable professional judgment at the time made.

10) Third-Party Services Disclaimer

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

11) No Guarantees Disclaimer
Provider does not guarantee any specific results regarding traffic, SEO ranking, conversions, revenue, audience growth, or performance. All outcomes depend on factors outside the Provider's control.

12) Subcontractor and Freelancer Protection

Provider may engage subcontractors, assistants, or freelance partners under Provider's direction. Subcontractors owe no direct duty to Client. Any claim must be brought solely against StartWise Digital LLC and will be limited by the liability caps in these Terms.

13) Client Content and Copyright

Client is responsible for ensuring all submitted content is legally owned or licensed. Client indemnifies Provider against copyright-related claims.

14) Courtesy Work Clause

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, increase the number of Pages or Sections included in the Client's tier, or create any obligation to continue providing such features.

15) Payments, Refunds, and Chargebacks

Payment is due upfront.
Refund eligibility for tier purchases:

- 100% refund only if the Client has not submitted assets and Provider has not sent the asset-request email.

- 60% refund if assets have been submitted but the prototype has not been delivered.

- No refund once any work begins, a prototype is delivered, any consultation is delivered, any add-on is purchased, any Page or Section is created, or an iteration request is submitted.

Add-ons (new Pages, new Sections, iterations, consultations) are non-refundable once purchased. Chargebacks will be disputed with full documentation.

Prototype delivered includes partial prototypes, drafts, preview links, or any work-in-progress demonstration.

16) Acceptance of Work

Approval of the Initial Build or any iteration constitutes acceptance. For multi-Page tiers, approval of each Page constitutes acceptance of that Page. Future updates require paid support.

17) Limitation of Liability

Provider is not liable for lost revenue, downtime, SEO results, misuse by Client, third-party outages, hacking incidents, or expired domains. Maximum liability equals the total amount Client paid for the specific service at issue.

18) Client Asset Responsibility
Client must provide all required text, images, logos, and instructions in a timely manner. Delays caused by missing or incomplete assets pause the project timeline and are not the responsibility of the Provider.

19) Timeline Clarification
Provider is not responsible for delays caused by Client's late responses, approvals, or asset submissions. Timelines reset each time the Client pauses communication.

20) Communication Limitation
General communication, messaging, and clarifications are not counted as consultation. Excessive repeated messaging that requires design, planning, or strategic advice may be billed as consultation at Provider's discretion.

21) Governing Law

This Agreement is governed exclusively by New York law.

22) Force Majeure
Provider is not responsible for delays or failures caused by events outside reasonable control, including outages, natural disasters, emergencies, or third-party failures.

Client is not entitled to refunds or credits for delays caused by Force Majeure events.

23) Entire Agreement

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