

Website Subscription Service Agreement

This Agreement is entered into between **Reece Hunter** ("Developer"), located in the State of California, and the undersigned client ("Client"), an individual business.

1. Term

- This Agreement begins on the date of first payment ("Start Date").
 - Monthly subscription fee is **\$150**, billed automatically on the same calendar day each month as the Start Date.
 - This Agreement continues **month-to-month** unless terminated in writing by either party before the next billing date.
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2. Services Provided

Developer will:

- Design, build, host, and maintain a custom website for the Client.
- Update the website upon Client's request while payments remain current.
- Manage hosting, security, and performance monitoring.
- Handle domain registration and management if requested, with additional fees billed to Client.

Developer will use reasonable efforts to complete update requests promptly. Client acknowledges that **larger or more complex changes require additional time**.

3. Design Authority

- Developer maintains **final authority** over all design and technical decisions, including accessibility, performance, and best practices.
 - Client acknowledges that unreasonable, harmful, or unprofessional design requests may be declined to protect the integrity of Developer's work and professional reputation.
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4. Ownership and Intellectual Property

- All code, structure, design, and technical deliverables remain the sole property of Developer.
 - Client is granted a **revocable, non-exclusive, non-transferable license** to use the website while subscription payments are active.
 - Client may not copy, reuse, duplicate, or transfer Developer's code or designs to another provider. Such acts constitute **copyright infringement** and may result in legal action.
 - Client's provided content (text, images, media) remains Client's intellectual property but will not be hosted or provided by Developer after termination.
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5. Payment Terms

- First month's payment is due at signing.
- Payments are automatically charged monthly.
- If payment is late by **7 days**, the website may be suspended until payment is received.
- If Client becomes delinquent for more than **30 days**, website will be taken offline. To reinstate service, Client must:
 - Pay all outstanding fees, and
 - Prepay the next month's subscription.
 - Payment is **non-refundable** once development work has started.
 - Add-ons are available as follows:

- **\$100/page** – Each additional page beyond the 5 pages included.
 - **\$250** – Blog integration feature.
 - Monthly add-ons are billed automatically on the same calendar day each month as the project completion date.
 - If payment for any monthly add-on is more than 7 days late, the website may be suspended until payment is brought current.
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6. Cancellation

- Client may cancel this Agreement at any time with written notice before the next billing cycle.
 - Developer may cancel this Agreement immediately for:
 - Non-payment beyond 7 days,
 - Harassment or abusive conduct toward Developer,
 - Misuse of the website or illegal activity.
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7. Liability

- Developer is **not liable** for damages, losses, or lawsuits resulting from:
 - Use of the website by the Client or third parties,
 - Downtime or hosting interruptions,
 - Client-provided content (including copyrighted material),
 - Client's misuse of the website or violation of laws.
- Developer's maximum liability shall not exceed the amount paid by Client in the **3 months preceding the claim**.

8. Governing Law & Venue

- This Agreement is governed by the laws of the State of California.
- Client agrees that any disputes shall be resolved exclusively in the courts of **Santa Clara County, California**, and waives the right to dispute jurisdiction elsewhere.

9. Entire Agreement

This Agreement represents the full understanding between Developer and Client and supersedes all prior proposals, agreements, or communications.

Signatures

Developer:

Name: Reece Hunter

Signature: _____ Date: _____

Client:

Business Name: Beans

Name: Bob McGee

Signature: _____ Date: 9/15/2025