

SilverFox Web Designs

Terms and Conditions and Privacy

Valid from Jan 12, 2021

These terms are subject to change at any time. In the event there are updates made to this document we will announce and pin this in the #general channel on our Slack.

Consultation

We provide free consultations for our clients for life. We may provide consultation remotely via email, phone, text, video conference and or Slack P2P communication. Once a new project begins it is required of our clients to utilize the Slack P2P software for project related communications to maintain accuracy and to receive the most prompt response to their requests or questions. We can not guarantee a prompt response if a different communication method is used although we will respond as soon as possible in all cases.

Professional Consultation

If you require detailed guidance or require insight into development or SEO or WordPress for example you may request professional consultation time. Professional consultation is covered by our maintenance plans or may be noted in an official quote. We will notify our clients of when professional consultation is required.

Estimates

We evaluate each project and provide an initial estimate free of charge. The initial estimate is not a final quote and can be altered as required before acceptance. We always provide an estimate as accurately as we can based on the information provided to us at the time. Please discuss the initial consultation with us in detail to ensure we fully understand your needs and requirements. SilverFox Web Designs can not be held liable for any malgreivance if information has been withheld or was not included on the estimate or within the project scope description.

Final Quote

The estimate will turn into the quote once it's accepted. A quote is a legally binding agreement to start and complete a project. We provide a firm quote for all projects under this agreement after the final estimate has been accepted. The cost of the project will not change or fluctuate at this point so long as the agreement is maintained. The final quote may not be altered or edited once accepted. If additional requests are made we will provide a new quote for those requests.

Verbal or Implied Agreements

An official quote of which is accepted by a client is required to make any agreement official between SilverFox Web Designs and the client.. SilverFox Web Designs will never agree to terms outside of an official agreement be it verbal, through email, text, video conference, Slack or other P2P software or any other form of in person or verbal communications, although we may discuss terms prior utilizing the aforementioned methods in order to reach an official agreement. SilverFox Web Designs can not be held liable for any suggested or implied agreement(s) or any grievances of which may be related otherwise.

ETAs

We will provide an ETA for each project we develop or when otherwise necessary. ETAs are not guaranteed delivery dates or deadlines and should not be considered as such. SilverFox Web Designs can not be held liable for any delays or other actions of which might cause us to surpass an ETA of which can not be predicted and or known prior or of which was not previously considered or agreed upon. ETAs may be used to determine monthly payment agreement durations.

Deadlines

If our client offers a deadline for a project we will need to evaluate this prior to accepting the project. We will not accept a project that has not been properly planned or for any other reason has an unrealistic deadline request. In most cases deadlines are not realistic. Any project that has a deadline would automatically carry a higher priority if accepted.

Client Expectations

A client's expectations should remain in line with the chosen priority level, the level of developer chosen, the hourly rate being charged and the ETA presented and in conjunction with any unknown or unpredictable circumstances of which may cause delays or otherwise.

Project Scope

The project scope is added on the estimate and then accepted on the final quote. This will outline all the work we agree to do for our client along with the costs associated. It is up to our client to ensure all project requests are mentioned accurately on the quote. Once the final quote is accepted the scope of work can not be changed or modified. If additional work is requested we will provide a new quote. It is our goal to precisely deliver on the tasks outlined in the project scope.

Outside Project Scope Requests

Once a quote has been accepted by our client the quote will not be modified. If additions are requested we are happy to provide a new quote for the additional work. Additions to the original scope may require full payment to initiate development.

Determining Hourly Rate

The hourly rate for any project will be determined based on 3 factors. Client Expectations, Project Complexity (Developer Level) and Required Priority.

1) Priority Level Request

We may suggest a priority level, the client may choose a priority level as they see fit.

2) Developer Level

We will suggest the best developer level for all projects. Our client may choose other options as they see fit.

3) Expectation Level

We will do our best to determine our clients level of expectations for their project. Higher expectations usually carry higher priority and may require higher end developers to ensure expectations are met.

Rates & Maintenance

Base design and development rate is \$75 PH USD and may reach \$130PH USD based on project priority requested or assigned, developer level, client expectations and project budget.

Maintenance monthly of which provides 5 hours per month at \$60 PH USD (\$300 USD Per Month).

Block time you may purchase as required at \$75 PH USD. We require a minimum purchase of 5 hours for block time. You may purchase more than the minimum. Block time lasts for life, can be used when needed and replenished as needed. Standard maintenance comes with standard priority and developer levels. Rate may increase if higher priority or developer level is requested.

All maintenance time is tracked to the minute and reported accurately within our clients private slack channels.

Non-Profit / Military Rates

Non Profit and Military Veterans receive an automatic 10% reduction on all services.

B2B / Outsourcing Rates

We offer outsourcing services for \$70 USD Per Hour, flat rate, firm quote. We require payment in full on all outsourcing related projects to begin work.

Invoices

Our clients receive an invoice for their project once the final quote has been accepted. Payment is due on time of receipt. Work on the project will begin once the initial payment has been made and clears. Payments can take up to 3 days or more to process and clear. To avoid any delays on a project we ask that our clients make their payments as soon as possible from the date received unless otherwise agreed to between the client and SilverFox Web Designs.

Taxes

Services do not require sales tax. Productions a client will own are charged sales tax. The current state sales tax for Idaho is 6%.

Processing Fees

We currently charge 3.3% for processing. This applies to all invoices.

Interest Fees

Based on which payment agreement is chosen will determine the interest rate if any. We charge 3% interest on the 2nd payment for our 50/50 agreement. We charge 5% interest on monthly agreements. We do not charge any interest when a project is paid for in full.

3rd Party Fees

Third party software, plugins, services or otherwise may be required to complete a project. Our client may choose to purchase the third party materials directly or we may add the fees to the official quote. 3rd party fees must be paid in full prior to project start and may require a separate invoice.

Payment Agreements

Payment agreements are present on the quote. Our client will choose a payment agreement that is best for them.

We currently offer the following payment agreements:

- 1) You may pay for your project in full. This is required for projects set to take less than 1 month to complete.
- 2) You may pay for 50% of the project to start and remaining 50% when done. This is only available for projects that will take more than 1 and less than 3 months to complete. The 2nd payment carries a 3% interest charge.
- 3) You may pay for 50% of the project up front and pay remaining monthly @ 5% interest. This option is only available for projects set to take 3 or more months to complete. Plans start with a minimum 3 month commitment and can go as high as a 12 month commitment depending on the ETA.

Accepted Payment Methods

You may pay using a credit card or PayPal. We do not accept check, money order or cash payments any further. If you do not have a credit card or debit card to use you may always obtain a prepaid debit card and use that to pay on your invoice.

Promotions / Savings

We may offer promotional savings from time to time. Any savings on a project will be noted on the quote and on the invoice. We always apply the highest percentage of savings. Each client may use 1 promotional offer per project. Promotional offers are not added to other savings.

Refunds

We do not offer refunds once a quote is accepted and the initial payment is made. In the event a client chooses not to move forward with a project any paid time would automatically convert to maintenance time. Our client may choose to use the time or may forfeit the time. We do not offer refunds on maintenance, SEO or hosting services once a payment is made. If SEO or Hosting is cancelled during an active plan our client is no longer invoiced, however, the services will remain active until any remaining time runs out or may be forfeited by the client.

Guarantee & Client Satisfaction

We guarantee to finish what is outlined within the finalized quote. We guarantee satisfactory results in conjunction with our client's expectations, the priority level chosen and level developer chosen for the project. We will deliver appropriate results in an effort to maintain client satisfaction. In the event our client is not satisfied we will offer our time to correct any issues as long as the work falls within the agreed upon project scope.

Guarantee Limitations

In order to maintain our guarantee we require our clients remain inactive on their website during the development stages. This allows us to focus and complete the tasks we are hired to do while supporting the work we've completed. We are unable to support our work if a client or any

other 3rd party makes changes to our work during development. If a client requests to, does so without notice or has any other 3rd party involved while we're in the development stage this would nullify the guarantee. Any breakage or rework required of us to correct the mistakes made by an outside 3rd party or the client may require additional payment. We will provide a quote for the corrections and payment would be due in full to complete the work.

Project Development Process

In order to deliver on an agreement we must follow our standard process for development. If we are asked to deviate from our standard methods our client should be open to unique compensation agreements, longer development times and potentially unsatisfactory results. We do not recommend deviating from our chosen methods.

Our standard development process is as follows:

- 1) Consultation / Estimate
- 2) Finalize Agreement / Make Initial Payment
- 3) Begin Design Phase
- 4) Approve Design / Begin Development Phase
- 5) Finalize Development / Internal and Client Testing
- 6) Client Approval / Launch / Make Final Payment
- 7) Begin 15 Day Leeway / Live Testing

Finalizing and Launching

To launch a new website we require client approval first and foremost. Once the client has approved the final website for launch we require the final payment. Once final payment is made the website would go live. If a client is paying using our monthly agreement the website will still launch so long as payments are current. We would maintain control and ownership of the website until the final monthly payment is made.

Website User Guide

We provide a detailed user guide for each client of ours when their new website launches. This guide outlines all aspects of the website and how to use it. We also update the guide as needed to ensure our clients have an up to date reference guide at all times. This guide and any updates to the guide are provided free of charge.

Owning The Work

Our client owns all work produced for their project once all debts have been paid in full. So long as debt remains SilverFox Web Designs maintains ownership of all produced materials for any project.

15 Day Leeway

We offer a 15 day leeway period for all new website projects we complete. This allows for real world testing of the website with users in a live environment. Any bugs or other fixes found are fixed without cost. If an update is going to take longer than the leeway we will continue on the update until it's completed. We may opt to pull a project out of the 15 day leeway and place it back in the development stage if a fix is going to require extensive work and time to complete.

15 Day Leeway Limitations

No other 3rd party should edit or modify the website during the 15 day leeway period. Our client may opt out of the leeway period if they choose to modify the website or have another 3rd party modify the website during this time. We consider the leeway period mute if any outside modifications are made that were not requested of us to complete from the client. We recommend allowing the full 15 days to fully test the website and gather any user feedback. A maintenance plan would be required once the 15 day leeway period is over.

Non-Disclosure

Every project we manage automatically falls under a non disclosure clause of which our team is fully aware, regardless of the official status of the project. We may also sign a non disclosure agreement with a client if requested to do so. In all cases our clients information and project details are kept private at all times.

Privacy

- Our clients privacy is extremely important to us. We do not share, sell, mention, give, or otherwise reproduce or distribute client information in any way.
- The information we obtain on our website, through the use of forms and direct email are solely used to connect with our clients. This information is not stored or saved on our website and is sent securely via SSL.
- Client information may be used for future marketing efforts to share SilverFox Web Designs promotions or service information.
- We do use cookies to track our website usage statistics. No personal information is gathered for analytics. The information gathered is strictly used to help us better serve our clients.
- All information is secured behind an SSL.
- We do not store payment information on our system.

- We do not collect payments on our system.
- We use secure, trusted 3rd party payment processors, Stripe and PayPal.
- We provide a secure and private Slack channel for all project consultation and document sharing purposes.

Hours Of Operation

Open, Mon-Fri, 9:30am-4:30pm

Closed, Weekends and all major holidays.

Closed December 23rd-January 4th each year for personal break.

Preferred Communication Method

We ask all our clients to utilize their private Slack channel for real time communications, ease of sharing and accuracy with project requests and consultations. SilverFox Web Designs can not guarantee the same level of priority or response times if a different method is used by our client. In all cases we will do our best to respond as soon as possible.

Announcements

All announcements will post in the #general channel on our Slack. SilverFox Web Designs is not liable for any delays or otherwise created or implied if an announcement is not read by a client. Important announcements will always send a notification and will be pinned to the channel. We ask that all clients check this channel regularly or when they are notified of a new message. We ask that if any of our clients have any concerns with an announcement they reach out to us immediately via their private Slack channel.

Fair Treatment

SilverFox Web Designs reserves the right to cancel a project in the event that reasonable efforts have been made to reduce or eliminate toxic or unwarranted behavior towards our staff or colleagues. We will not tolerate toxic, abusive, racist or otherwise unruly behavior towards our staff. We welcome professional constructive criticism in all cases. We will always maintain a professional and reasonable attitude with all our clients at all times.

Client Cancellation Requests

A client may request to cancel a project at any time. We respect our clients decisions and will take the proper actions to shut down the project as requested.

Agreements / Debts in Conjunction with Cancellation Requests

When a client requests to cancel a project they are nullifying the original agreement / quote. At this time SilverFox Web Designs is no longer obligated to deliver any further work to the client. If any debt remains we would request payment. Legal action may be required if the client fails to pay on remaining debts. Once final payment clears we will gladly deliver any completed work to the client. If paid time remains it will convert to maintenance time of which the client may forfeit or use as they see fit.

Legal Action, Processing and Fees

In the event SilverFox Web Designs should seek legal counsel in an effort to collect on an unpaid debt or contract violation, compensation would be requested from the client for all costs associated including any and all billable time spent at our current hourly rate.