

SilverFox Web Designs

Terms and Conditions, Privacy

These terms are subject to change at any time with or without notice. These terms and conditions apply to all services provided by SilverFox Web Designs unless otherwise stated or agreed to in an official agreement. In the event an official quote is not in question or accepted by a client these terms automatically apply once a payment is made. It is highly recommended our client read these terms, conditions and privacy information prior to making any payments to us. If our client has any questions or concerns with our terms, conditions or privacy information we ask them to reach out to us via their private Slack channel. We'll be more than happy to provide explanation or insight free of charge.

Consultation

We may provide consultation remotely via email, phone, text, video conference and or freely through 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 official requests or questions. Consultation through Slack is always free of charge. We can not guarantee a prompt response if a different communication method is used although we will respond to all communications as soon as possible in all cases, usually within 24-48 hours. Communications through slack are provided during our normal business hours promptly or on the next available business day. Consultation requested by a client during project development or during maintenance is considered billable time if provided outside of Slack.

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 or applicable.

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 or as requested by our client 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, priority, level of service and expectations. 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 after the project has started. Any additional request(s) would require a new agreement.

Final Quote

The estimate will become the final quote once it's accepted by our client. 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 and may provide a new invoice for any additional charges.

Verbal or Implied Agreements

A quote of which is accepted by our client is required to make an agreement official between SilverFox Web Designs and a client. SilverFox Web Designs does not agree to terms outside of an official agreement be it verbal, through email, text, video conference, Slack or other P2P software communications or any other form of in person or telecommunications, although we may discuss terms prior utilizing the aforementioned methods in order to reach an official agreement. This also applies to maintenance time to a degree, as maintenance time is pay as you go and allows for open requests, as the time is tracked and reported on as it's used. We will not provide a project scope for maintenance time, but may provide a quote for the maintenance plan the client agrees to utilize. In the event a quote is not provided and or accepted by the client the maintenance plan will be noted on the invoice and will be considered an official accepted agreement once payment is made.

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. In all cases some research may be required alongside design and development once a project begins. We will always do our best to estimate for unknown circumstances and will provide details to our client about any research that is required.

Deadlines

SilverFox Web Designs does not agree to nor will we promise to meet a firm deadline. As each project is unique and as each project always has unknowns or unplanned delays to some degree. Considering the latter, SilverFox Web Designs will always work diligently to ensure an ETA is met, but requires full cooperation from a client to ensure project data is provided in a timely fashion. If a client is aware of a circumstance that may cause a delay we ask that they provide these details with as much advance notice as possible. SilverFox Web Designs can not be held liable for any unknown or unreported delays put forth by the client.

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 require research to resolve or of which may cause delays. In all cases SilverFox Web Designs will do what is necessary in an effort to maintain, meet or surpass our client's expectations.

Project Scope

The project scope is provided on the estimate and then accepted by our client on the final quote. This will outline all the work we agree to do for a client along with the costs associated. It is up to our client to ensure all project requests are mentioned accurately on the quote before accepting. Once the final quote is accepted the scope of work can not be changed or modified. If additional work is requested SilverFox Web Designs will provide a new estimate/quote for the added tasks. It is our goal to precisely deliver on the tasks outlined in the accepted project scope. Nothing more, nothing less.

Website Content

SilverFox Web Designs may develop content for a project or may attain content provided by a client. If content is expected from a client it is recommended that it be provided promptly to avoid any delays in the project. SilverFox Web Designs will never publish false information. This may include fake news or false testimony or other content that is not accurate or true. In the event content is considered risky or illegal we will notify the client to correct and or replace the content accordingly and or will simply not include and or will remove the content from the website regardless of client requests concerning said content.

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. We offer standard and high priority services. Our hourly rate may increase if higher priority is requested or accepted.

2) Developer Level

We provide different levels of developers of which all carry different hourly rates. Higher priority or more complex projects may require a higher end developer to produce the

expected results. We will always recommend the best developer for a project, but ultimately it is up to the client to accept the level of developer. Higher rates apply to high end developers and or development teams.

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 of which would carry higher costs.

Rates For Design/Development

Base design and development rate is \$85 PH USD, but may increase up to \$135PH USD based on project priority requested or assigned or required, developer level required, client expectations and project budget. In all cases our client may opt for less expensive solutions, but may also have to adjust their expectations in conjunction with their choice.

Rates For Maintenance Time

Monthly One Year Commitments - Maintenance monthly of which provides 5 hours per month at \$60 PH USD (\$300 USD Per Month). If additional time is required, time is tracked and reported accurately and charged at the same \$60 USD PH rate. Payment on additional time is due once additional tasks are complete. Monthly maintenance is only available for new website projects and only becomes available once the project has completed.

Block Maintenance Time - Block maintenance time may be purchased as required at \$85 PH USD at any time for any purpose. We require a minimum purchase of 5 hours for block time. You may purchase more than the minimum if required or requested. 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 or is required for maintenance of their website. All maintenance time is tracked to the minute and reported accurately within a clients private slack channel(s) as it's used and the client is notified as to when time is running low. In some cases we may provide an ETA for requests and may recommend a larger amount of time be purchased by the client if more time is required to complete a task. The ETA in any case is not a guaranteed delivery date and may only be provided during maintenance to avoid delays. If maintenance time runs out before a task is completed all work on said tasks will stop until maintenance time is replenished.

Rates for SEO

We offer 3 levels of SEO. Each level carries a flat monthly rate.

1. Level 1 - \$300 USD per month. Minimum 6 month commitment.
2. Level 2 - \$400 USD per month. Minimum 6 month commitment.

3. Level 3 - \$500 USD per month. Minimum 6 month commitment.

Payments on SEO are due on receipt, monthly, to maintain services. It should also be noted that SEO plans do not guarantee satisfactory results. We will make every effort from our end to ensure increased ranking in an effort to have a clients website show on the first page of the search engine results. There is no guarantee that a page can or will ever rank #1 in the search engines, however, to increase the chances of this maintaining an SEO plan consistently may provide this result over time. We require a 6 month commitment to obtain realistic goals and recommend continued efforts after the fact to benefit further and/or to maintain rank.

Rates For Hosting

Hosting carries a standard \$55 USD per month fee. The only difference on each plan is the amount of time a client pays. We offer 4 options for hosting. Monthly, Yearly, Biennial and Triennial. Each plan requires an up front payment in full to initiate and render services. Some plans provide a reduced cost. Please see our website for more cost details and plan information.

Non-Profit / Military Rates

Non Profit and Military Veterans receive an automatic 10% reduction on all services. This reduction can not be combined with any other offers or promotions aside from the additional 5% reduction when a project is paid in full. We will always provide the highest reduction for all our clients in any case.

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. Promotional and standard reductions do not apply for this service as our rate has already been decreased in this case.

Invoices

We provide an invoice in conjunction with the accepted project scope directly after acceptance of said quote and for all maintenance plans, SEO and hosting services. Payment on an invoice is due on receipt. Payments must clear before work on any project or initiation of a service will begin. We recommend our clients ensure payment is made promptly to avoid any delays.

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 fees. This applies to all invoices and may not be reduced or removed.

Interest Fees

Based on which payment agreement is chosen will determine the interest rate if any that is charged. We charge 3% interest on the 2nd payment for our 50/50 payment agreement. We charge 5% interest on all remaining debts within a month to month payment agreement. 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 so that we may purchase the required plugins or softwares. Some third party software may require a monthly or yearly agreement. Any stipulations provided by the 3rd party will be shared with our client. 3rd party fees are considered separate charges of which must be settled prior to project initiation.

Payment Agreements

Payment agreements are present on a quote and only apply to new website builds. A client will choose and agree to a payment arrangement that is best for them. In some cases not all payment arrangements will be available.

We currently offer the following payment arrangements:

- 1) You may pay for your project in full. This is required for projects set to take less than 1 month to complete. Projects paid in full automatically receive an additional 5% discount of which is added to any promotional or standard discounts.
- 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. Clients may request a shorter term or longer term of which best suits their needs when this option is available.

Accepted Payment Methods

You may pay using a credit card or PayPal. We do not accept check, money order or cash payments any further. We currently do not accept Bitcoin or other crypto currencies as payment

directly, this may change in the future, but for now there are services that allow you to use your crypto currency by means of a debit card of which we do accept. 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 may not be combined with other promotional offers or standard savings aside from the 5% additional savings from when a new website project is paid in full.

Refunds

SilverFox Web Designs does not provide refunds for website projects, maintenance time, SEO services or hosting services once a payment is made regardless of circumstances. Due to the increase in scams being perpetrated on our industry this is a firm decision we've made to protect ourselves and will enforce without question. We have maintained this term since our opening and will maintain it until further notice. Please be sure you are 100% committed to your project before making a payment to us in any case.

Client Satisfaction

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 or concerns as long as the work falls within the agreed upon project scope, free of charge. In the event a client is not satisfied with work done during maintenance time we will offer our time to correct the issue for the specific tasks in question. In all cases we support our work 100% and will do our best to ensure our clients expectations are met and satisfaction is maintained. Our client may deny our services or opt out of a recommended solution at their discretion and in doing so agrees that the working relationship between SilverFox Web Designs and the client has been severed and thus SilverFox Web Designs is no longer obligated to provide time free of charge after this choice has been made. SilverFox Web Designs can not be held liable for any malgrievences created by the client's decisions or choices.

Support Limitations

In order to provide our time and support free of charge we require our clients remain inactive on their website during the development stages. This allows us to focus on and complete the tasks we are hired for while supporting our work if or when any issues arise. We are unable to support our work or provide compensation free of charge if a client or any other 3rd party makes changes to our work during development stages be it an accepted quote or maintenance time. 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 our ability to support the work and additional compensation may be required to move forward. Any breakage or rework required of SilverFox Web Designs to correct the mistakes made by an outside 3rd party or the client will require additional compensation. In the event a task may require more time to complete we will promptly report any additional time required to our client and will send an additional invoice for the required time. Payment in all cases is due before work will begin and or continue forward.

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. We also require full control of the project to ensure results and to support our work. A client should never make edits or have another 3rd party make edits during development time without express written permission from SilverFox Web Designs of which can only be noted in an official quote of which has been accepted by the client. In all cases when a client is involved with development tasks or otherwise we are unable to support our work or provide the benefit of free time to correct any issues that may arise. Please see the "Verbal or Implied Agreements" section.

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 will go live. If a client is paying on a monthly agreement the website will still launch so long as payments are kept current. We would maintain admin control and ownership of the website until the final monthly payment is made. An alternate account will be provided for the client during this time so they may make edits and the primary admin account will be given to the client once the final monthly payment is completed. Our client may opt to pay off the project to obtain ownership at any time, interest rates would still apply in any case. In the event a client makes efforts to prevent us access or remove our access during this time legal action would be required to collect on unpaid debts. See "Litigation" section.

New 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 and edit it. We also update the guide as needed or when a client has specific questions related to the function of the website 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 and may be requested at any time. This guide is only provided for new website projects or website rebuild projects or in the event of a complex addition to an already existing website in which case the guide will outline the addition only.

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 new website project. This does not apply to existing websites or website maintenance.

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 real users in a live environment. Any bugs or other fixes required are handled without additional 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. We would then re-initiate the remainder of the leeway period once the work is complete. Our leeway period does not apply to maintenance plans.

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 is required for further updates once the 15 day leeway period is over. It is recommended that all clients have a maintenance plan with us to ensure functionality of their website once the leeway period is over. We will report the date in which the leeway period begins to our client and will notify them of when the 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 unless this information is required for questionable legalities of which we are prompted to provide by officials of the law.

Privacy

- Our clients privacy is extremely important to us. We do not share, sell, mention, give, forward or otherwise reproduce or distribute client information in any way.
- All information shared with us is maintained and kept private between the client and the team of developers assigned to the project and is used for professional purposes only.
- The information we obtain on our website, through the use of forms and direct email are solely used to connect with our clients.
- 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 and to save information in conjunction with online forms on our website. No personal information is gathered for analytics. The analytics information gathered is strictly used to help us better serve our clients through our website.
- All information is secured behind an SSL.
- We do not store payment information on our website.
- We do not collect payments on our website.
- We use secure, trusted, 3rd party payment processors, Stripe and PayPal for all transactions.
- 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 free consultations. SilverFox Web Designs can not guarantee the same level of priority or response times if a different method is used by the client. In all cases we will do our best to respond as soon as possible. Consultation held outside

Slack may be billed to the client at the set project hourly rate of which will be noted in the official quote or invoice.

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 of which each user may access freely and when convenient to do so. 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 or halt a project in the event that reasonable efforts have been made to reduce or eliminate toxic or unwarranted behavior towards our staff or colleagues by means of our client. We will not tolerate toxic, abusive, racist or otherwise unruly behavior towards our staff or colleagues. We welcome professional and or constructive criticism in all cases. We will always maintain a professional and reasonable attitude with all our clients at all times. It is always our goal to work towards a solution in all cases.

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. If our team has spent more time on a project than what has been paid for, any unpaid debt would be requested on a final invoice and is due on time of receipt. Full payment on remaining debt is required before we will provide any of the completed materials to our client. Failure to pay remaining debts may require litigation to collect. Please see "Litigation" for more information.

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. Please see "Client Cancellation Requests" for more information.

Litigation

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 on litigation at our current hourly rate, lawyer fees as they apply, court fees and any travel expenses associated. In the event a client chooses

to sue SilverFox Web Designs the same stipulations would apply. It should also be noted that any litigation against SilverFox Web Designs becomes public knowledge and therefore could potentially harm the reputation of SilverFox Web Designs and could potentially cause the loss of new clients, current clients and income and is considered slander/libel when the claims put forth by the client are proven untrue or false. SilverFox Web Designs reserves the right to further litigate in an attempt to recover said losses and compensation in an effort to restore our reputation and to remove the damaging content from public record. Compensation for this process, all things involved, would also be requested and may not be limited to, time spent on our behalf at our current hourly rate, lawyer fees, court fees and travel costs associated. In all cases we ask that our clients are honest and forthright with us so that we may resolve the concerns without the need for litigation.