

SilverFox Web Designs

Official Terms and Conditions and Privacy Agreement

Last Updated: 4/19/2021

- 1) **Terms and Conditions:** The terms and conditions and privacy agreement is a legally binding agreement between clients of and SilverFox Web Designs. The Terms and Conditions and Privacy Agreement becomes officially binding once a payment is made for one or any of our services with or without an accepted quote. If a client has any concerns or questions regarding our Terms and Conditions and Privacy Agreement they should reach out to us via email or their private Slack channel for further discussion. SilverFox Web Designs can not be held liable in the event a client chooses to ignore or fails to read and understand the following Terms and Conditions and Privacy information. In the event this document is updated or modified an announcement will post to the #general channel of our main Slack. It is up to our clients to download and read the updated agreement. In all cases the current agreement is what will remain legally binding and any and all previously provided agreements would become mute.
- 2) **Quotes/Estimates:** SilverFox Web Designs provides a free initial estimate for each project in the form of a quote. We will outline a general list of project tasks and the estimated time and costs to fulfill said tasks. A client may request revisions, may request additional tasks and/or may request additional consultation after a project begins as they see fit. Once a quote is accepted it will not be modified. Any modifications to the original estimate/quote are noted along with client approval in our clients private slack channel and pinned to the channel for easy reference. The amount of time and costs associated with a project may change (increase or decrease) over the course of development due to the aforementioned factors. Please see Time Tracking terms.
- 3) **Project Scope:** All project scopes are as specific as they need to be based on the information given by and requests made by our client before a project begins. We will provide a generalized scope of work on the official quote, however, this scope may not reflect the entire project once completed. For example, a client may request task revisions, additional consultation or addons from us which may go outside of the originally quoted scope of work. Any modifications and or additions along with any additional costs associated with the scope of work along with the client's approval will be noted and pinned via the clients private Slack channel for easy reference. SilverFox Web Designs can not be held liable for missing or lack of information provided on the initial quote for this reason.
- 4) **Time Tracking:** SilverFox Web Designs will track all time to the minute from the time a project begins to the time it ends. If more time is used than what is quoted for a project it will be billed at the current project rate and deductions if any will be applied as they were on the original quote. An invoice will be sent for any over time on the 1st of the next month to cover overage and payment is due on receipt. Failure to pay on overage may

result in project delays and or failure to launch or provide completed work and or may result in litigation, see Litigation terms. If less time is used, any remaining time is converted to Maintenance Time of which becomes valid and can be used once the project is officially completed. Please see Maintenance Time and Refunds terms. We will notify our clients of any additional time required and/or when any time remains via their private slack channel and will pin this information for easy reference.

- 5) **ETA:** Estimated Time of Arrivals are professional estimates given based on the initial requests of the client before a project begins. ETA's are not binding timeframes or deadlines and are provided for client insight only. Projects may take less time or may take more time. In all cases we will inform our client of the latter as it becomes known and will note and pin this information in the clients private Slack channel for easy reference. In any case a client can not hold SilverFox Web Designs accountable for an ETA.
- 6) **15 Day Leeway Period:** The leeway period is only applicable to new website builds. Once a new website is launched we test the website in a live working environment for 15 days. Any bugs or issues that we find or are notified of during this time are corrected at no additional cost to our client. After the 15 day leeway is over a maintenance plan would be needed to maintain the website further. Please see Maintenance Time and Guarantee terms.
- 7) **Priority:** Each client will have the same priority as every other client. We help several clients on a daily basis equally regardless of project complexity or size. We can not guarantee higher priority for one client over another.
- 8) **Guarantee:** SilverFox Web Designs stands behind all work we've completed for a client. While we do not offer refunds on services we do offer our time to correct any bugs or otherwise associated with our work. In the event a client feels they did not receive appropriate services or there is a bug in the completed work they may request additional time from us to correct the potential issues. SilverFox Web Designs will review the requests and issues and provide a solution without cost to the client as deemed appropriate and/or necessary. This does not include nor does this cover breakage created by the client or any other 3rd party developer, updates to a CMS or updates to other 3rd party services or software or scripts. If breakage occurs outside of normal usage maintenance time would be required.
- 9) **Rates:** SilverFox Web Designs currently charges \$85 USD per hour for all web related services and maintenance plans. Rates are subject to change at any time.
- 10) **Billable Time:** We will provide a quote to outline the amount of time required to begin a project. We charge for consultation time (outside of Slack), design, research and development.

- 11) **Maintenance Time:** All maintenance time is paid for in minimum 5 hour increments and is paid in full up front. Maintenance time is good for 12 months from date of purchase. If time is not used within the 12 month time frame it is forfeited and a new plan must be ordered. Maintenance time can be used for any website related tasks. If a request takes more time than is purchased a new 5 hour plan must be purchased immediately to complete the tasks and to avoid delays. A client may choose to order maintenance time in larger quantities. We will report all time used and remaining time in a client's private slack channel and will pin this information for easy reference. Please see Time Tracking terms.
- 12) **Invoicing:** All invoices are due at time of receipt unless otherwise agreed to between the client and SilverFox Web Designs. Work on any project or the initiation of services otherwise will not start/begin until the initial invoice(s) is/are settled. Failure to pay on invoices in a timely fashion may cause delays in project initiation and/or final delivery or may require litigation to collect. See Litigation terms.
- 13) **Sales Tax:** Sales tax is only charged when a client will own a final product, for example a new website build. Tax is not charged for services. The current sales tax rate is 6%.
- 14) **Processing Fee:** We currently charge a 3.3% processing fee on all invoices. This fee is non negotiable.
- 15) **3rd Party Fees:** 3rd party software, plugins or services may be required to complete a task or tasks for a project. We will always request our client purchase third party services on their own so they have record of the purchase and ownership of the product or service. We do not charge or collect payment for 3rd party services. The client will then provide SilverFox Web Designs with the needed software, plugin or otherwise along with any product keys or access to the product/service account as deemed necessary so that we may install/setup the service or software in relation to the project. Failure to provide these details in a timely fashion may result in project delays.
- 16) **Payments:** We currently require full payment on all new website related projects and services unless otherwise agreed to between the client and SilverFox Web Designs. If a payment arrangement is proposed and agreed to, the details of the payment arrangement will be noted in the official quote. Payment arrangements are set on a month to month basis and must be maintained to ensure proper work flow and delivery of final product.
- 17) **Accepted Payment Methods:** We currently accept PayPal and Credit Card payments only. We do not accept checks, money orders, crypto currency or cash. A credit card will need to be saved on file with us for hosting services and/or to maintain payment arrangements/agreements. If a client does not own a credit card they may purchase a prepaid debit card to complete transactions. The client will need to research prepaid debit card options and pick one that best suits their needs.

- 18) **Deductions/Promotions:** SilverFox Web Designs may offer promotions or beneficial deductions on projects on a client to client and project to project basis. Some deductions may combine with promotions and some may not. The details of any deductions will be noted on the final quote and applied appropriately. When additional tasks are requested on a project any deductions on the original quote will carry over. Non profit organizations and military veterans receive an automatic 10% deduction on all services.
- 19) **Outsourcing Our Services:** We do offer outsourcing options for companies who would like to hire us to complete their projects for their clients. Please contact us so we may discuss these options if this is a service you're requiring.
- 20) **Refunds:** We do not provide or offer refunds for any reason whether services are rendered or not after a payment has been made. In all cases SilverFox Web Designs will begin services once payment is made and will move forward until a project is complete unless otherwise notified by the client. Please see Project Forfeiture or Cancellation terms.
- 21) **Project Forfeiture or Cancellations:** In the event a client pays us to begin a project and chooses not to proceed, any time paid will convert to maintenance time and will adhere to the Maintenance Time terms of which can be used by our client as they see fit or they may choose to forfeit said time by requesting this via their private Slack channel. Any forfeiture requests will be noted and pinned to the channel for easy reference. Please also see Refunds terms. SilverFox Web Designs allows up to 30 days for a client to request cancellation and/or forfeiture. If the client fails to contact or communicate with us before the 30 day time limit we will mark the project abandoned and time paid will be forfeited.
- 22) **Hosting Plan Cancellation:** If a client would like to cancel their hosting plan with us the plan will remain active for any time that may remain on the plan. The client may choose to have us manually cancel the hosting plan prior, however, no refund or proration will be given. Once hosting services are cancelled any data stored on the service will be deleted and unattainable. It is imperative our client transfers their data to their new services prior to cancelling services with us to avoid loss of data. Transfer of services to a new host is the client's responsibility. SilverFox Web Designs may provide completed work to the client or credentials associated with the hosting account for transfer to the new hosting service as requested by the client so long as the plan with us is still active. If our client requests our assistance in transferring services, time will be tracked and billed appropriately at our current hourly rate with a minimum 1 hour charge.
- 23) **Hours Of Operation:** SilverFox Web Designs operates during the hours of 9:30am till 4:30pm Monday thru Friday. We are closed on all major holidays. We also take December 20th thru January 7th off each year for company break. We do not work on

projects during off time. Aside from emergencies, we will respond asap to all requests on the next available business day during normal business hours.

- 24) **Communications:** We provide a free initial consultation via a client's chosen method of contact for up to 1 hour. If more than 1 hour is required for the initial consultation any additional time will be billed in 15 minute increments and invoiced appropriately. We provide a free private and secure channel where our clients can receive free lifetime consultation once a project begins. Any consultation requested outside of Slack after a project begins is considered billable time and will be deducted from the estimated time on a quote or will be deducted from maintenance time and/or may be billed separately based on the circumstances. This may include Zoom meetings, email consultations, phone consultations, texting, Skype calls or any other form of communication which does not take place within the Slack platform. For the most accurate and quickest response we ask our clients use the Slack platform at all times. For all other written communication requests please allow up to 48 hours for a response. For all video or voice consultation an appointment date and time must be set.
- 25) **Privacy:** SilverFox Web Designs will not share any project related information, contact information or personal information in regards to our clients and their project(s) with anyone outside of our internal team. We do not sell or share client contact information with any 3rd parties. We may use our client information for project related or contact purposes as needed or to share promotions related to SilverFox Web Designs only.
- 26) **Website Cookies:** We may use cookies for website analytics or to help collect data via an online form. This data is secured behind SSL encryption at all times.
- 27) **Non-Disclosure:** SilverFox Web Designs operates under a strict non disclosure policy of which is always in place to protect our clients information and ideas related to their project(s). We are also happy to sign a non-disclosure a client may provide.
- 28) **Solicitation:** A past or present client of SilverFox Web Designs may not solicit any other client or contractor associated with the company at any time before or after a project. This also applies to potential clients who have contacted us for service requests or estimates. Please see Litigation terms.
- 29) **Harassment:** SilverFox Web Designs will not condone or tolerate harassment towards the company, staff or contractors. Clients must act respectful, professional and courteous with the company and its contractors. SilverFox Web Designs maintains the right to put on hold or cancel a project and/or may cease any further communications with a client if they are in violation of this term.
- 30) **Litigation:** Litigation may be required if a client fails to pay debts owed to the company and/or fails to adhere to these terms and conditions of which they agreed to when they accepted a quote and/or paid for services. If a client chooses to sue SilverFox Web

Designs under false pretenses counter litigation will ensue of which may include slander and perjury charges and costs associated via court fees, lawyer fees, travel expenses, time spent and any damaging effects of which may have harmed the company, loss of income and/or loss of potential or current clients. If you have any complaints or other concerns it is highly recommended you try to resolve these issues directly with SilverFox Web Designs before litigating against the company.