



TERMS AND CONDITIONS

This Agreement ("Agreement") is entered into between Claro Web LLC ("Service Provider") and the undersigned client ("Client") as of the date of acceptance. This Agreement is governed by the laws of the State of Michigan, within the jurisdiction of Ottawa County.

1. Scope of Services

Service Provider shall design, develop, and deliver a custom website and related digital assets as described in the approved project proposal or invoice. Any additional services requested by Client outside the agreed scope shall require a separate written quotation and approval ("Change Order").

2. Payment Terms

A 50% non-refundable deposit is due before commencement of work. The remaining balance shall be paid upon final approval and before website launch or delivery. Invoices not paid within 15 days of issue shall accrue a 5% monthly late fee. Work may be suspended until overdue payments are settled.

3. Refund Policy

All deposits are non-refundable once project work has commenced. Refunds for completed milestones are not provided unless mutually agreed in writing.

4. Client Responsibilities

Client shall provide all necessary content, approvals, and access credentials in a timely manner. Delays caused by Client may extend project timelines.

5. Revisions and Approvals

The Agreement includes up to two (2) rounds of revisions per project phase. Additional revisions or redesign requests shall be billed separately.

6. Intellectual Property Rights

Ownership of all design files, code, and project materials shall remain with Service Provider until payment is received in full. Upon full payment, ownership of final deliverables transfers to Client, excluding any third-party components or proprietary frameworks used by Service Provider.

7. Portfolio Display Rights

Service Provider retains the right to display completed projects, designs, or screenshots in its portfolio, marketing materials, or online showcases, unless Client requests confidentiality in writing.

8. Confidentiality

Both parties shall maintain the confidentiality of proprietary or business information shared during the project. Confidentiality obligations survive termination of this Agreement.

9. Hosting and Maintenance Disclaimer

Unless expressly included in the proposal, Client is solely responsible for hosting, backups, domain registration, and ongoing maintenance. Service Provider is not liable for downtime, data loss, or security breaches after credentials have been transferred to Client.

10. SEO and Performance Disclaimer

Service Provider does not guarantee search engine rankings, traffic increases, or specific performance outcomes. Such results depend on factors beyond Service Provider's control.

11. Data Protection

Both parties agree to handle personal or business data in accordance with applicable Michigan and federal privacy laws.

12. Non-Solicitation

Client agrees not to solicit or employ Service Provider's employees or contractors for a period of twelve (12) months following project completion.

13. Third-Party Tools and Integrations

Service Provider may integrate third-party plugins, APIs, or software as part of the project. Service Provider shall not be liable for failures, updates, or disruptions caused by such third-party tools.

14. Limitation of Liability

In no event shall Service Provider be liable for indirect, incidental, special, or consequential damages, including loss of profits or business opportunities, arising out of or relating to this Agreement or the delivered website. Liability shall not exceed the total amount paid by Client under this Agreement.

15. Warranties and Disclaimers

All services are provided “as is” without any express or implied warranties, including warranties of merchantability or fitness for a particular purpose.

16. Termination

Either party may terminate this Agreement upon written notice if the other party materially breaches its obligations and fails to remedy such breach within ten (10) business days. Upon termination, Client shall pay for all completed work and deliverables up to the termination date.

17. Dispute Resolution and Governing Law

Any dispute arising under this Agreement shall first be submitted to mediation in Ottawa County, Michigan. If unresolved, disputes shall be subject to binding arbitration under Michigan law.

Authorized Signature:

Claro Web LLC

Website: claroweb.net