

Website Service Agreement

DC-WEB-2026-10-08-v2 | Review copy. We complete your project details before signing.

Provider: Dominic Caldwell, sole proprietor; dominiccaldwell.com; 1004 Granite Ct, Bryan, TX 77803; dominiccaldwell13@gmail.com.

Client/legal name: _____ **Project ID:** _____

Signer/title/email: _____ **Domain:** _____

Payment: ☐ \$500 upfront ☐ \$250 / \$250 **Care:** ☐ Decline ☐ \$79/month ☐ Decide

Build and timing. Three pages (Home, Services, Contact): mobile layout, tap-to-call, tested inquiry form, approved content, HTTPS, basic search metadata/sitemap, domain connection and **two consolidated revision rounds**. Domain/mailbox fees and ads are excluded; extras need an accepted quote. Personalized preview target: **48-72 hours after verified starting payment and essential content/access**. Review, changes and DNS/certificate delays extend launch. No unconditional two-hour launch promise.

Price and approval. Build **\$500 total**; optional Care **\$79/month**. **Texas state and local sales and use tax is included in the sales price**, where applicable; invoice/receipt records it. Both sign before payment; explicit preview approval and verified full build payment precede launch. Optional launch-ready bundle: \$250 balance + \$79 first Care month = **\$329**, then \$79/month only, with separate Stripe recurring consent. Provider-caused Care delay receives unused-service credit/refund and agreed billing alignment/cancellation.

Client content and access. Client warrants supplied assets/content are accurate and owned or licensed for approved publication. Existing-site/Google material needs permission. Supply essentials within five business days or an agreed date; review promptly. Credentials, insurance and availability claims need verification. DNS/Google Business Profile changes need specific authorization and delegated access; preserve email DNS. No passwords, SSNs or card details in intake.

Ownership and refunds. Client owns its domain/content. On full payment, provider assigns provider-owned client-specific original work and grants a perpetual license to use, edit and transfer embedded templates with the site; reusable templates/tools remain provider's. Third-party licenses apply. Paid-up files require no Care purchase. Refund before-work payments and later unearned milestones (\$250 accepted preview / \$250 verified launch or agreed handoff); no automatically nonrefundable deposit. Initiate agreed refunds within ten business days; correct reported scope defects free for 30 days after launch/handoff.

Optional hosting and Care. Hosting/HTTPS, source backups, relevant updates, monthly site/form check, existing search upkeep and **two small requests totaling 30 minutes/month**, no rollover. Support Mon-Fri 9-5 Central except federal holidays: routine acknowledgment one business day, ordinary-edit target two business days, reported-outage acknowledgment four business hours. Best-effort uptime; no 24/7 support. Cancel by portal/email before renewal; service ends at paid-period end, no minimum/cancellation fee. Handoff paid-up files within five business days. Nonpayment permits suspension after notice and seven calendar days to cure.

Acceptable use and privacy. No unlawful content, infringement, phishing, malware, spam or sensitive-data collection. Active threats permit protective suspension and notice. Protect confidential information; use it only for agreed work through approved providers. No selling client leads or external-AI disclosure without specific approval. Approve form delivery, privacy notice/providers before launch; regulated processing needs a reviewed addendum.

Liability and general terms. **TO THE EXTENT LAWFUL, MUTUAL LIABILITY IS CAPPED AT FEES PAID FOR AFFECTED SERVICES IN THE PRIOR 12 MONTHS; INDIRECT/CONSEQUENTIAL DAMAGES ARE EXCLUDED. EXCEPTIONS: FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, PERSONAL INJURY AND NONWAIVABLE LIABILITY/RIGHTS. REFUNDS AND PAID-UP FILE DELIVERY REMAIN DUE.**

No ranking, lead or sales guarantee. Provider is an independent contractor. Texas law; Brazos County venue subject to mandatory rules. Material changes require mutual written agreement; later invoices cannot add undisclosed terms.

Signatures. Actual signers affirm authority, accept these terms and consent to binding electronic signatures/retained copies; paper signing is available. Both receive the executed copy/audit record. Effective on the last signature. Signing alone does not authorize card charges.

Client signature / date: _____

Dominic Caldwell signature / date: _____