



Dear Customer,

This letter is to confirm our understanding of the Website Development Agreement and the nature and limitations of the services Marshall Tech Services will provide as well as the hosting & domains terms of service available online at marshalltech.co/legal. By signing to this document, you acknowledge that you have read, understand, and agree to the terms available online, as well as the terms listed below.

1) Estimates

- a) The customer understands that the “Estimate” attached herein is merely an estimate of the services discussed thus far. If, at any time after the development process has begun, you request any additional services not listed on the attached Estimate, Marshall Tech Services reserves the right to alter the Estimate to accommodate the added services and costs. Although every measure is taken to make this estimate an accurate representation of the costs, unforeseen circumstances may require additional work in which case the customer will be immediately notified and provided with an updated estimate.
- b) Deadlines – This same policy applies to deadlines. Marshall Tech Services will not be bound to any delivery date with penalty, unless secondary contract exists. We will provide an estimated delivery date, but Marshall Tech Services reserves the right to alter the estimated delivery date to adjust for added services, requested/approved changes by client, delay of materials provided by client, unforeseen circumstances, and others, at the discretion of Marshall Tech Services.

2) Guarantees

- a) Marshall Tech Services cannot and does not provide any guarantees for the following:
 - i) Website traffic, hits, and/or views,
 - ii) Increase in sales and/or profits,
 - iii) Higher Search Engine Rankings,
 - iv) Increase in subscriptions,
 - v) Increase in social media followers.
- b) Marshall Tech Services is not responsible for any loss of business due to uncontrollable circumstances.
- c) If a security breach or any other malfunction occurs, Marshall Tech Services is not liable for any damages or loss of data. Marshall Tech will, however, assist with the repair and restoration of data, per clients request, at the standard hourly rate.
 - i) Note: most breaches can be prevented with Marshall Tech’s security plans.
 - ii) If the customer is subscribed to a security plan, these terms still apply. Standard hourly rate will be due in case of a breach.

3) Refund Policy

- a) Marshall Tech Services does not provide refunds for work completed.
- b) This excludes users who have paid in advance for the monthly website maintenance plans. A written notice 30 days in advance is required for all refunds.
 - i) If it is after 30 days of initial subscription date, the customer is entitled to the pro-rated remaining amount in store credit.

4) Warranties

- a) On select services, Marshall Tech Services may offer a “warranty” service. The warranty service allows for a short period of time where customer may report bugs or issues with the working of the website. This does not include any changes to the original order.
- b) If changes are requested, under no circumstances will they be considered complimentary, and an estimate for the changes will be provided for the customer’s consideration.
- c) If you sign up for a plan that let’s you to edit your own website, Marshall Tech Services is not responsible for any changes you make that breaks your website, alters it in a way you did not intent do, or anything of that sort. Additionally, we reserve the right to provide you with limited access.



- 5) Branding
 - a) Marshall Tech Services reserves the right to place their name as the developer in a discrete location of the product. Marshall Tech Services, in return, offers customers a subsidized price. This can be removed upon request for a small fee. Please contact a representative for details.

- 6) Payments
 - a) All services (excluding hosting and subscription-based plans) require 50% payment upfront, a second 25% payment due at set milestone, and a final 25% payment due on delivery.
 - b) Marshall Tech Services reserves the right to suspend (or temporarily disable) a customer's service (i.e. a website) if payment has not been received within 7 (seven) days of the due date.
 - c) Marshall Tech Services is not responsible for any losses or damages caused by the suspension of the customer's service as a result of the late payment.
 - d) Marshall Tech Services reserves the right to apply a service charge and/or late fee if payments are not paid per the terms of the estimate/invoice.
 - e) All payment plans are considered obligations to pay the total amount for the services covering the period agreed upon in the original estimate. If the customer no longer wishes to continue the service before the full payment is made, they may submit a payment for the remainder of agreed upon amount and the obligation will be considered fulfilled.
 - f) If no due date is set, the customer has 7-days to request changes from the date that the Marshall Tech Services submits the project for final review. If no response is received after this time, the project is considered complete and standard payment policies apply. The customer is responsible to complete payment within the 7-day review period.
 - g) If payment is not received for 90 days after end of hosting cycle or account suspension (including the result of an outstanding balance), your account and files may be deleted. Marshall Tech is not responsible for the storage of your files if no current hosting subscription is in place.

- 7) General App Development
 - a) You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines.
 - i) We do offer full publishing packages that include content development for the App Stores, FAQs, extensive documentation, marketing purposes, etc. This is not included in the standard development price.
 - b) We will provide 90 Days full technical support after the launch of the app. After the first 90-days, charges may apply to applicable changes.
 - c) You agree to reimburse us for any requested expenses which do not form part of our proposal including but not limited to the purchase of templates, third party software, stock photographs, fonts, and domain name registration, web hosting or comparable expenses.
 - d) We are pleased to offer you the opportunity to make revisions to the design. However, we have the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification.
 - i) Once the development phase is started, any changes to the design will be considered as additional efforts and will result in additional charges.
 - e) By using current versions we endeavor to ensure that the web sites we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari. Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate we will substitute alternative extensions or implement other solutions, on a best effort basis, where any incompatibilities are found.