Web Services Agreement

RCWS-WSA-2026.11-v2

This agreement is between Roni Carson Ltd. Co., doing business as Roni Carson Web Services, and the client who submits the Order Form.

1. Parties and Services

Provider: Roni Carson Ltd. Co., doing business as Roni Carson Web Services ("Provider")
Email: info@ronicarsonltdco.com · Phone: (864) 617-5422

Client and service details. Client's business information, selected service, and project details are as provided on the submitted Order Form. For Full Websites, the build fee and description of work are confirmed in Provider's written quote (Section 3.14).

Pricing and service details are described in the Roni Carson Web Services Services & Pricing sheet, which is part of this agreement.

2. Client Content and Responsibilities

1. **Content.** Client will provide all logos, photos, product descriptions, prices, and contact information for the page or site.
2. **Rights to content.** Client confirms they own or have permission to use everything they provide. Client is responsible for any claim that their content infringes someone else's rights.
3. **Permission to use content.** Client allows Provider to use Client's logos, photos, and content to build, host, and display the page or site, and as described in Section 4.6.
4. **Accuracy.** Client is responsible for the accuracy of their prices, product information, and any claims made about their products or services.
5. **Orders and customers.** Client is solely responsible for filling orders, delivering products or services, collecting payment, issuing refunds, and handling customer questions and complaints.
6. **Payments.** Provider does not process, hold, or receive payments on Client's behalf. For Full Websites, card payments go through Client's own Stripe account to Client's bank account.
7. **Stripe.** For Full Websites, Client is responsible for setting up and maintaining its own Stripe account, and for all Stripe fees, chargebacks, and disputes.

8. **Customer information.** Order form submissions are stored in Provider's website account. Provider will not sell, share, or use customer information except to provide the services in this agreement or as required by law. Client is responsible for how it uses its customers' information.
9. **Legal compliance.** Client is responsible for any business licenses, permits, sales taxes, and food, cosmetic, or other product regulations that apply to their business.

3. Review, Payment, Updates, and Redesigns

1. **Review and approval.** Provider will send the completed page or site to Client for review. Client will review it and either approve it or request corrections within 7 days. The first round of corrections before approval is included in the setup or build fee. Errors made by Provider, such as typos or information entered differently than Client provided, are corrected at no charge within 48 business hours (2 business days). All other changes after the first round are billed as updates.
2. **Payment before publishing.** The setup or build fee is due after Client approves the page or site and before the link is published or shared.
3. **Monthly fee (Full Website only).** The $28 monthly fee is due on the 1st of each month, starting the month the site is published. If the monthly fee is more than 15 days late, Provider may take the site offline until payment is received.
4. **Page limit.** Hosted Pages are limited to 3 pages per client. Requests for more pages require upgrading to a Full Website.
5. **Upgrade credit.** Hosted Pages clients who upgrade to a Full Website receive $50 off the Full Website build fee.
6. **Updates.** Updates are billed per request: $15 for up to 5 changes on Hosted Pages, or $25 for up to 10 changes on a Full Website. One change is a single price update, one item added or removed, or one photo or description swapped. Changes sent at different times are billed as separate requests.
7. **Update payment.** Update fees are due after the changes are completed and Client confirms they are correct.
8. **Turnaround.** Provider will deliver new Hosted Pages or a new Full Website for Client's review within 15 business days (3 weeks) of receiving all needed content. Provider will complete update requests within 7 business days of receiving all needed information. Expedited service: for a $100 expedited fee, new pages and sites will be delivered within 7 business days; for a $50 expedited fee, updates will be completed within 3 business days. Expedited work is due by 11:59 p.m. Eastern Time on the final business

day. Expedited fees are due before work begins and are added to the regular setup, build, or update fee. The expedited timeline starts once Provider receives both the fee and all needed content. Business days are Monday through Friday, excluding federal holidays. If Provider misses an expedited deadline, the expedited fee will be refunded. Deadlines are extended for delays beyond Provider's control, including illness, emergencies, and platform outages.

9. **Redesigns.** A new layout, new look, or restructured page or site is not an update. Redesigns are quoted separately, and the quote must be approved before work begins.
10. **Payment methods.** Payments to Provider are made through the Roni Carson Ltd. Co. online store at ronicarsonltdco.com. Provider will send Client a link to the correct item when payment is due.
11. **Inactive projects.** If Client does not respond to a review request or pay an amount due within 14 days, Provider may close the project. Provider keeps all rights to unpaid designs, and Client must submit a new Order Form to restart.
12. **Unpaid fees.** Provider may pause all work on Client's page or site until any amount due is paid.
13. **Fee changes.** Provider may change its fees, including the monthly fee, with 30 days' written notice.
14. **Quotes.** Full Website build fees are confirmed in a written quote from Provider. Work begins after Client approves the quote by email, and the quote becomes part of this agreement.
15. **Scope.** Work not listed in the Description of Work or an approved quote is quoted separately.

4. Hosting, Credit, Ownership, Right to Refuse, and Termination

1. **Hosting.** Hosted Pages are hosted on Provider's website. Full Websites are hosted on a website plan maintained by Provider and paid for through the monthly fee.
2. **Credit line.** Each page or site will display a "Built and maintained by Roni Carson Web Services" credit with Provider's logo. Client agrees not to remove it.
3. **Disclaimer.** Each page or site will display the following disclaimer, which Client agrees not to remove or change: "[Business Name] is independently owned and operated and is solely responsible for its products, services, orders, payments, refunds, and customer service. This site was designed by Roni Carson Web Services, a service of Roni Carson Ltd. Co., which provides web design and hosting only. Roni Carson Ltd.

Co. is not a party to any transaction and assumes no liability for any products, services, complaints, or disputes. Please direct all questions to [Business Name] at [contact info]."

4. **Ownership.** Client keeps ownership of their logos, photos, and content. Provider keeps ownership of its designs, layouts, templates, and the website where Hosted Pages are hosted.
5. **Provider's website.** Provider has sole and complete control over its own website, including all pages, products, posts, designs, branding, menus, and content outside of Client's Hosted Pages. Client has no right to approve, review, object to, or request changes to anything Provider posts, sells, or designs on its website, and Provider's content is not a reason for Client to withhold payment or end this agreement early. Client's rights under this agreement apply only to Client's own Hosted Pages or Full Website.
6. **Portfolio use.** Provider may show Client's page or site as an example of its work.
7. **Right to refuse service.** Provider reserves the right to decline any project, content, or update request that conflicts with Provider's moral or religious beliefs. Provider may also decline or remove content that is unlawful, misleading, or harmful. This includes, but is not limited to, content involving:
    - Sexually explicit or adult content, or escort services
    - Gambling, betting, or sweepstakes schemes
    - Illegal drugs, paraphernalia, or anything illegal in South Carolina
    - Counterfeit, knockoff, or bootleg merchandise, including unlicensed brand or character designs
    - Get-rich-quick schemes, pyramid schemes, or crypto and investment promotions
    - Health products or services that claim to cure, treat, or prevent disease
    - Content that harasses, threatens, or promotes hatred or violence against anyone
    - Psychic, tarot, astrology, witchcraft, or occult services
    - Content that mocks or attacks God, the Christian faith, or any religion
    - Alcohol, tobacco, vape, or cannabis/THC products
    - Profanity or vulgar content

    If Provider declines a request after work has begun, Provider will refund any amount paid for work not yet completed.
8. **Content removal.** Provider may take down a page or site if Client fails to pay amounts due, or if content conflicts with Section 4.7. Provider will give Client 7 days' notice when possible. No refund is given when a page or site is removed because of

nonpayment or a violation of Section 4.7.

9. **Cancellation and termination.** Client may cancel at any time by email or written request. No refunds or prorated refunds are given for fees already paid, including setup, build, update, and monthly fees. When Client cancels, Client may choose to have the page or site taken down immediately, or keep it active through the end of the current paid billing period, after which it will be taken down. Provider may end this agreement with 30 days' written notice. If Provider ends this agreement, the page or site stays active through the end of Client's current paid period. For Full Websites, Client may request transfer of the site to an account in Client's name for a transfer fee of $75, if the platform allows it.
10. **Discontinued service.** If Provider stops offering web services or hosting, Provider will give Client at least 30 days' notice and a copy of Client's content.
11. **Domain names.** Hosted Pages use Provider's domain. A Full Website's domain belongs to Client. If it is registered through Provider's account, Provider holds it on Client's behalf and will transfer it at Client's request when this agreement ends, if all fees are paid. Domain costs are included in the monthly fee.
12. **Account access.** Provider keeps sole administrative access to all pages, sites, and accounts. Client will not receive login access under any circumstances. Client keeps ownership of its Stripe account. To connect Stripe to a Full Website, Client will provide its Stripe login to Provider for setup only. Provider will use it only to connect the account and will not store it. Client should change its Stripe password once setup is complete. Client agrees not to disconnect Stripe from the site. If Client disconnects it, reconnecting it is billed as an update, and Client will need to provide its login credentials again. Provider is not responsible for any activity in Client's Stripe account.

5. Logo Design

1. **What's included.** Logo Design includes 3 original logo concepts, up to 3 rounds of revisions, and final files in full color, black, and white versions, delivered as high-resolution PNG, JPG, and SVG files. Additional revisions are quoted separately.
2. **Deposit.** A $75 deposit is paid through Provider's online store before work begins. The deposit is nonrefundable. Provider will email Client within 2 business days of the deposit to collect the details needed for the logo.

3. **Logo-only orders.** For clients ordering only a logo, purchasing the logo deposit through Provider's store is a request for service, and Client agrees to this agreement as written. This agreement takes effect when Provider confirms acceptance in writing.
4. **Timeline.** Provider will deliver the first logo concepts for review within 10 business days of receiving all needed details. For a $75 expedited fee, paid with the deposit, Provider will deliver the first logo concepts within 5 business days of receiving all needed details.
5. **Final payment.** The remaining $75 is due before final files are delivered. When Logo Design is ordered with Hosted Pages or a Full Website, the final payment is $50.
6. **Ownership.** Once all logo fees are paid in full, Client owns the final logo and may use, change, or register it. Until then, all designs belong to Provider. Concepts Client does not choose remain Provider's property. Provider may show the final logo as an example of its work.
7. **Original work and trademarks.** Provider creates each logo as original work using properly licensed fonts and elements. Client is responsible for any trademark search or registration, and Provider does not guarantee that a logo is available for trademark. If Client provides examples or ideas, Client is responsible for making sure they do not copy someone else's work.

6. Liability and General Terms

1. **Third-party services.** Pages and sites run on third-party platforms such as Webador and Stripe. Provider is not responsible for outages, errors, fees, or policy changes by those platforms.
2. **Limitation of liability.** Provider is not liable for lost sales, lost profits, or other indirect damages. Provider's total liability under this agreement will not exceed the amount Client paid Provider in the 3 months before the claim.
3. **Indemnification.** Client agrees to cover any costs or claims against Provider that arise from Client's content, products, services, or dealings with Client's customers, including reasonable attorney's fees.
4. **Independent business.** Provider is an independent business, not Client's employee or partner.
5. **Governing law.** This agreement is governed by the laws of the State of South Carolina. Any dispute will be handled in Anderson County, South Carolina.

6. **Entire agreement.** This agreement and the Services & Pricing sheet are the full agreement between the parties. Changes must be made in writing, and email counts. If this agreement and the Services & Pricing sheet conflict, this agreement controls.
7. **Acceptance.** Submitting a signed Order Form is a request for service. This agreement takes effect when Provider confirms acceptance in writing, which may be by email. By submitting the Order Form, Client agrees to this agreement as written. To request changes to any term, Client must contact Roni Carson Ltd. Co. at info@ronicarsonltdco.com or (864) 617-5422 before submitting the Order Form. Changes apply only if Roni Carson Ltd. Co. agrees to them in writing.
8. **Severability.** If any part of this agreement is found unenforceable, the rest stays in effect.
9. **Electronic signatures.** Typed, digital, or electronic signatures count the same as handwritten ones.
10. **Authority.** The person signing for Client confirms they are authorized to agree on behalf of the business.

Client requests service and agrees to this agreement by signing and submitting the online Order Form. This agreement takes effect when Provider confirms acceptance in writing.