



## Website Design Plans

Last Revised: 04/2022

Policy: A1008

These Terms and Conditions govern your use of Arkto Digital's Website Design Plans or Website Design Services and present a legally binding contract between you and Arkto Digital LLC. Hereinafter, Arkto Digital LLC. may be referred to as "Arkto Digital", "Arkto", "we", "us", or other first-person pronouns and you may be referred to as "customer", "client", or other second-person pronouns. These terms and conditions apply to you, whether you are a paid member who has service with us, whether you are a user who contributes to the membership fees of one of our customers.

### Services and Renewals

Arkto Digital offers a variety of professional services ("Pro Services") ranging from web design to SEO marketing (collectively the "Services"). Services may be recurring or non-recurring. If Services are recurring, they will automatically renew at the end of the original billing term for the same price and for the same time period. If the Services are purchased include a commitment time period, the customer agrees to continue active service and avoid bill delinquency until the end of the agreed upon commitment time period.

### Customer's Obligations

As a customer of these Services, you understand and agree:

- To be readily available for communication with our team members for the purposes of coordination and execution of the Service.
- To accurately and succinctly communicate all information, objectives, and desires that are required to successfully execute the Service.
- That communication delays on your part may adversely impact timelines for execution and the effectiveness of the Service.
- To perform timely reviews and approvals of work in support of the Service as needed; otherwise, you waive the right to object to the end product.
- That successful execution of the Service requires complete and accurate information from you.

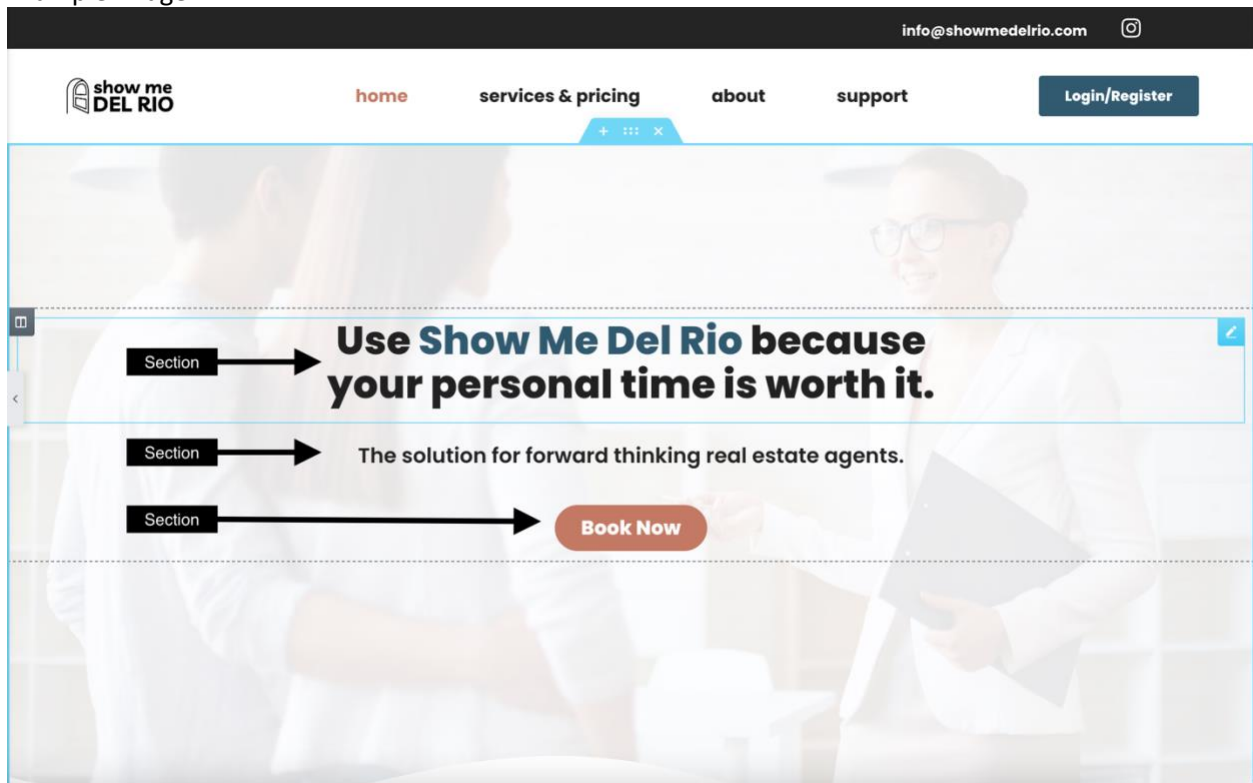
### Product

Website Design is offered as a recurring subscription with initial sign-up benefits and features as well as benefits that allotted per each month of active service. This varies per plan and includes:

- **Starter Web Design Plan**
  - Includes design of 3 website pages or the equivalent to 60 website sections (also referred to as widgets, modules).
  - Includes up to 10 website modifications per month. 1 modification is the equivalent of modifying 1 website section.
  - Includes Domain Name Registration for 1 (one) domain name of TLD .com, .net or .org valued at no more than \$15.00. If the customers chosen domain exceeds the \$15.00 USD maximum, the customer agrees to pay the remaining amount due.
- **Premium Web Design Plan**
  - Includes design of 6 website pages or the equivalent to 120 website sections (also referred to as widgets, modules)
  - Includes up to 20 website modifications per month. 1 modification is the equivalent of modifying 1 website section.

- Includes Domain Name Registration for 1 (one) domain name of TLD .com, .net or .org valued at no more than \$15.00. If the customers chosen domain exceeds the \$15.00 USD maximum, the customer agrees to pay the remaining amount due.
- **Ultimate Web Design Plan**
  - Includes design of 12 website pages or the equivalent to 180 website sections (also referred to as widgets, modules)
  - Includes up to 40 website modifications per month. 1 modification is the equivalent of modifying 1 website section.
  - Includes Domain Name Registration for 1 (one) domain name of TLD .com, .net or .org valued at no more than \$15.00. If the customers chosen domain exceeds the \$15.00 USD maximum, the customer agrees to pay the remaining amount due.

Example Image:



As shown above, each widget or section is considered to be 1 modification towards the allotted number of modifications per month. (e.g. If each of the sections above were requested to be modified, it would count as 3 modifications.)

If a section or widget is requested to be modified and turned into multiple sections or widgets (either vertically or horizontally) each new section to be created will count as 1 modification each.

Allotted website modifications do not roll over if unused and are non-transferable and non-exchangeable. If a client utilizes all their allotted website modifications, they may request additional modifications at a rate of **\$30.00 per hour**. They may also wait until the next month for their allotted modifications to be replenished.

Any circumstances in which a client's modification does not align with the above policy, and therefore does not accurately (as defined by Arkto Digital LLC.) count towards their allotted modifications, may have their allotted modifications deducted at the sole discretion of Arkto Digital LLC.

### **Cancellations**

All work and deliverables produced as part of a Website Design Plan product or service is subject to a two-year commitment period. During this period the client is expected to keep their subscription current and up to date. Cancellations will not be accepted if the client has not reached the end of their two-year commitment period, except in dire circumstances, of which it is the sole discretion of Arkto Digital LLC. to decide to accept or deny a client's cancellation request.

### **Refunds**

Refunds are defined by the Refund Policy (A2003).

### **Ownership**

All work and deliverables produced as part of a Website Design Plan product or service is subject to a two-year commitment period. During this period all work and deliverables are the sole intellectual property of Arkto Digital LLC. A client may not attempt to modify, download, access or edit any files or deliverables for any purpose if they have not completed their two-year commitment period.

At the end of the client's two-year commitment period, the client may request access to or a copy of their website files or deliverables. Including a Certificate of Ownership, created by Arkto Digital LLC. that will be an acceptable form of proof of file ownership, should the client choose to request a copy of their files in the future. At the end of the client's two-year commitment period, the client retains all intellectual property rights to their website files and deliverables except in situations where work was performed using a recurring paid service such as Elementor Pro, in which the paid service is required for the website to operate as intended.

### **Miscellaneous Terms**

- Arkto Digital reserves the right to leverage the work product and deliverables for marketing and promotional purposes indefinitely from the time of creation, unless otherwise stated and agreed to in writing by both parties.
- Arkto Digital does not guarantee results for any of the Services. We are not responsible for any of the outcomes, results, damages, or injuries that may directly or indirectly result from the Services. You understand that our Legal Agreements available at <https://arktodigital.com/legal> (including disclaimers and liability) are all incorporated by reference here and apply to all Services.

### **Contact Us**

[abuse@arktodigital.com](mailto:abuse@arktodigital.com)

### **Arkto Digital, LLC.**

**ATTN:** Registered Agent

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