

Site Crafters Terms of Service

Effective 4/1/2021

Site Crafters, located in Sunnyvale, CA, USA, provides website design, development, and hosting services under the terms and conditions stated herein and hereafter referred to as “Terms”. By checking the “I Agree” box and clicking on the “Submit” button on the Website Services Order page of the Site Crafters website (<https://www.sitecrafters.net/order/>) you, the Subscriber, agree that you have read and agree to these Terms.

If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or the applicable entity to these Terms; (ii) you have read and understand this document; and (iii) you agree on behalf of the party that you represent to these Terms. If you do not have the legal authority to bind your employer or the applicable entity then do not check the “I Accept” button.

Services Provided

Website as a Service (WaaS)

Site Crafters provides Website as a Service (WaaS) subscription plans referred to as “All-in-One” services on the Site Crafters website. These WaaS subscriptions provide website design, development, hosting, and maintenance for a single monthly fee. In addition, the developed website will be refreshed every 30 months to then current website design standards and technology.

The monthly fee is based on the features and number of pages on the website as specified on the Pricing page of our website. The prices listed assume the website will require 10 GB or less of hosting space. Websites larger than 10 GB may incur additional hosting fees. Webpages larger than 10 megapixels are considered to be multiple pages equal to the number of megapixels divided by 10 and rounded up. Blog posts created by the Subscriber do not count as pages for pricing purposes.

Site Crafters will provide stock images for the website. However, in some cases, you will want to incorporate actual photos of your business, your employees, or yourself. Such photos will need to be provided by you, and we recommend that you have them taken by a professional photographer. As a part of our service, we can refer you to a qualified local photographer and provide specifications for the required photos. We also do not provide images for blog posts that you create. These you will need to provide yourself. An excellent source of free images for posts is <https://creativecommons.org>.

The minimum subscription period is 2 years. During the first 2 years of service Site Crafters retains ownership of the website that it developed for the Subscriber. After 24 monthly payments have been received by Site Crafters, ownership of the website transfers to the subscriber. The Subscriber may then request a copy of the website that it can redeploy at a hosting facility of its choosing.

Website Support Services

Site Crafters provides website support services on a subscription basis. These services and their prices are listed on the Pricing page of the Site Crafters website. The minimum subscription period of each service is listed in the Subscription column of the pricing table.

Billing

Subscription services are billed in advance and are due and payable 7 days prior to the first day of the month during which the services will be provided.

Payment Methods

Subscriptions may be paid by credit card or check. Checks must be received 7 days prior to the first day of the month during which the services will be provided. A 10% late fee will be charged for payments received after the due date.

Subscription Renewal

Subscriptions will automatically renew at the conclusion of their term at Site Crafters then published rates.

Price Changes

Site Crafters may change the prices of its services at any time. The price changes for services to which you have already subscribed will remain in effect until the expiration of your subscription term.

Subscription Changes and Cancellations

Subscription change and cancellation requests may be submitted at any time via email to support@sitecrafters.net. New services requested will be added at Site Crafters' then published rates. Canceled services will be subject to an early termination fee (ETF) equal to 50% of the remaining payments of the term. This fee is to compensate Site Crafters for development, licensing, and services costs that would normally have been recovered as a portion of the subscription fees collected over the full term.

Refund Policy

Refunds will not be issued after services have been rendered.

Site Crafters will refund the subscription fee for any subscribed service that it fails to provide. The amount of the refund will be pro-rated base on the percentage of time that the service was not provided during each month of the subscription.

Indemnification

You agree to indemnify and defend at your sole expense: Site Crafter, its employees, agents, representatives, directors, and shareholders, from and against any and all claims arising out of or based upon your use of Site Crafter services, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement, and patent infringement. In addition, you agree to pay any judgment and costs associated with any such claims.

Revisions

Revisions to these Terms may be made by Site Crafters at any time. Upon revision, this document will be re-published on the Terms of Service page of the Site Crafters website, <https://sitecrafters.net/terms-of-service>. The revised Terms will become effective on “Effective” date shown below the title on the first page of this document. By using Site Crafters services you affirm your acceptance of the most recently published Terms.

Governing Law

These terms of service shall be exclusively governed by the laws of the state of California, USA, and any dispute arising from this agreement shall be exclusively brought to the courts of California.