

STYLE AGENT

Website Co.

EST 2005



REAL ESTATE WEBSITE

TERMS OF SERVICE

VERSION 02012024

1. WEBSITE SETUP

The website setup fee is \$1275.00. This includes project management, premium WordPress theme license, website build (WordPress theme installation and setup, layout, color scheme, fonts, logo integration, etc.), real estate core pages, stock photography, and the first 2 hours (120 minutes) of custom page development (see #9 below).

2. DEPOSIT

A deposit of \$675.00 is required to start the website project. The remaining balance of \$600.00 + additional charges for custom page development, IDX Broker, third-party add-ons, SiteCare website maintenance, etc. is due at step 2 of the design process and is required to schedule in a date for pre-launch review.

3. STRIPE PAYMENTS

Payments are securely processed via the Stripe payments gateway by our parent company (Yorkshire Website Company Ltd) based in the United Kingdom. All transactions are processed in United States dollars and therefore shouldn't incur foreign transaction bank fees. Style Agent offers no guarantee or compensation for foreign transaction fees imposed as a result of payments processed by our company. All questions related to foreign transaction fees should be put directly to your financial institution.

4. REFUND POLICY

The \$675.00 deposit is fully refundable within 15 days of sign-up or if you decide not to proceed with the project at Step 2 of the design process, whichever comes first. After we move to Step 2, there are no refunds (either partial or full) for any monies paid to Style Agent for website base setup, custom page development, add-ons, and monthly subscription payments. The refund policy is strictly enforced for all parties peace of mind.

5. CANCELLATION

Website account can be cancelled at any time. To cancel the website service, we must receive email notification to info@styleagent.net. We do not accept cancellation verbally by telephone or by any other means.

6. NON PAYMENT

Should the payment card be declined for monthly subscription payments, then the Client must provide a new payment card to maintain an active website account. If no valid credit card is received within 5 business days after recurring payment due date, then the website account will be placed in suspension mode at 5pm PST on the 5th business day. If no valid credit card is received by 5pm PST on the 10th business day after recurring payment due date,

6. NON PAYMENT (CONTINUED)

then the website account will be cancelled and the Client relationship with Style Agent will be terminated. Style Agent will attempt to contact and notify the Client by email prior to suspension or termination of website account. If the website account is terminated due to non- payment by the Client, it is the discretion of Style Agent as to the possibility of reactivation of the website account at a later date. A terminated website account will require payment of the website reactivation fee + the monthly subscription service to get the website back online.

7. PRICING

The rate at which all Style Agent website services are calculated is \$75.00 per hour. Current pricing and a list of services can be found on our website at <https://www.styleagent.net/pricing>. We reserve the right to change our pricing at any time and will make every effort to notify clients of price changes in advance.

8. REAL ESTATE CORE PAGES

Style Agent websites are loaded with the essential core pages right out of the box. Includes Homepage, Contact, Blog (page only – posts not included), Find Your Dream Home, Your Home's Value, List Your Home, Mortgage Calculator, Buyers Guide, Sellers Guide, Local Market Trends, Local Yelp Favorites, School Finder, Moving Checklist, Weather, and Real Estate News.

9. CUSTOM PAGES

Custom pages are additional pages that you request and provide the content for (text, photographs, etc.). The website package includes the first 2 hours (120 minutes) of custom page development which typically covers the majority of agent websites. There is no minimum or maximum number of custom pages you can have. If additional time is needed for custom page development, then we can provide a quote to build as many custom pages as you need during the website development phase, or the pages can easily be added to the website at a later date. The choice is entirely yours depending on your budget and needs.

10. PROJECT TIMEFRAME

Style Agent aims to complete the website project ready for pre-launch review within 21 days after receiving ALL required items and ALL 'To-Do' tasks in Basecamp have been completed by the Client. Larger projects may require more time and the Client will be notified accordingly. Required items include (but are not restricted to) completed website worksheet, design choice, completed website navigation document and photographs. When all requirements have been met, Style Agent will confirm with the Client via Basecamp and enter a projected pre-launch review date in the Events Calendar. Style Agent uses Basecamp project management software to discuss project related items, assign event dates, 'to-do' tasks, etc. and the Client is expected to reply in a timely manner to keep the process moving

10. PROJECT TIMEFRAME (CONTINUED)

along. Delayed responses or failure to perform 'to-do' tasks in scheduled dates may cause the website project to be delayed and pre-launch review and launch dates to be adjusted accordingly. Style Agent controls the timeline for the website design process.

11. PRE-LAUNCH REVIEW

When your website is completed, it will be uploaded to our testing server and presented to you for a pre-launch review. This is your chance to review the website and request any tweaks and changes to prepare the website for live launching to your main domain. Reasonable change requests are expected, and one round of revisions is usually enough to get the website ready for launching. This does not include a request to switch to a different design or alter the website in such a way that it no longer resembles the original theme chosen at the start of the project. If larger changes are requested (such as switching to a different design), then Style Agent will estimate the total amount of time for the changes x \$75.00 per hour + the actual cost of the new design (WordPress theme) and license. This will be collected prior to any work taking place. Although there is no set time limit for how long your website can remain on the testing server, we do encourage you to review the website promptly. At pre-launch review, you are now paying for SiteCare and IDX Broker (if applicable) service but will not have full access to those services until the website is fully launched to your main domain.

12. PERIOD OF INACTIVITY

During the development phase, prior to pre-launch review, if there is a period of inactivity by the Client in the Basecamp project management system that is greater than 2 weeks, Style Agent will archive the project to free up space in the system for other Clients collaborating on active projects. Client must notify Style Agent by email at info@styleagent.net that they are ready to collaborate on the project again and request a reactivation of the project in Basecamp. Reactivation is subject to available space on our project board and the Client may need to wait until space becomes available for the project to be reactivated. If the project remains inactive for a total period of 1 Year, then we will delete the project from Basecamp and the account will be cancelled in full and all monies paid by the Client will be forfeited.

13. WEBSITE OWNERSHIP

After final setup payment has been made, the website is the property of the Client. The website is a STANDARD license restricted by the ThemeForest licensing law. For more information, visit <https://www.themeforest.net/licenses/terms/regular> and <https://www.themeforest.net/licenses/standard>. Style Agent fully complies with all ThemeForest licensing laws.

14. STOCK PHOTOGRAPHY & VIDEO

The website package includes up to 25 high resolution photographs and 1 HD or 4K video from Shutterstock.com. If the Client requires more images and videos from Shutterstock they will be required to purchase them directly from Shutterstock.com and then provide Style Agent with the downloaded images for use on the website. Due to limitations, we enforce a maximum of 25 photographs and 1 HD or 4K video per client.

15. WORDPRESS THEMES AND PLUGINS

Style Agent offers no guarantee as to the performance or maintenance of any WordPress theme or plugin, now or at any time in the future. We use our expertise and best judgement when selecting WordPress themes and plugins and make every attempt to choose themes and plugins from reliable developers that we expect will update their software on a regular basis to remain current with constantly updating versions of WordPress. Style Agent is not responsible for any theme or plugin that is not updated to perform with the latest version of WordPress. Should such a situation arise, where a theme or plugin is no longer compatible and support cannot be obtained from the developer of the theme or plugin, then Style Agent will advise the customer on the best course of action. Additional charges may apply for the purchase of new themes or plugins and hourly charges may be payable to Style Agent for any work undertaken to implement a change of theme or plugin.

16. THIRD-PARTY SOFTWARE

Style Agent is not responsible for the performance and reliability of any third-party software used in the building of our websites. The Client accepts that they are using these services under the terms of agreement of the third-party vendor. To integrate certain features into the website, Style Agent may require access to the Client's third-party account. Style Agent only accesses areas of the account to gather information necessary to complete the task and does not access any other areas of the account. Client's login credentials will be destroyed after the necessary tasks have been completed. Client grants Style Agent access to the account(s) at their own risk and Style Agent is not responsible for any account changes or missing data, etc. as a result of accessing the account.

17. IDX BROKER™

Style Agent Website Co. will integrate IDX Broker Lite or Platinum IDX system into the website and provide front level support. If needed, IDX Broker will provide additional support directly to Style Agent. Client should contact Style Agent directly for any billing or service questions relating to the IDX Broker Lite or Platinum software. Style Agent is not responsible for the performance and reliability of the IDX Broker Lite or Platinum software. IDX Broker Terms of Service can be found online at <https://www.idxbroker.com/terms>. IDX Broker services require a non-refundable payment of \$150.00 to cover the setup and integration of IDX Broker Lite or Platinum into the Client's Style Agent website. IDX Broker services start at \$55.00 per month for Lite and \$90.00 for Platinum but can change due to a number of variables such as Client's location, team size, MLS setup fees, MLS data management fees, taxes, etc.

18. RELATIONSHIP

Parties in this agreement are independent contractors, and nothing in this agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties. Style Agent does not imply or promise to the Client any financial reward or increased website traffic as a result of owning a Style Agent real estate website. We reserve the right to refuse service to anyone at any time and we do not tolerate rude, abusive or threatening behavior towards Style Agent or our team members.

19. ADA COMPLIANCE

Style Agent strives to ensure that our websites are made easier to use and more accessible for people with disabilities, with the strong belief that every person has the right to live with dignity, equality, comfort and independence. As standard, our websites include the free version of the UserWay website accessibility menu that is powered by a dedicated accessibility server. The UserWay software allows us to improve compliance with the Web Content Accessibility Guidelines (WCAG 2.1). The free version of the UserWay plugin ensures that our websites are made easier to use and more accessible for people with disabilities. The free version of the UserWay plugin does not provide ADA compliance and legal protection for your website. To learn more visit <https://userway.org/compare>. Style Agent offers no guarantee of protection from accessibility-related lawsuits. Clients are advised to consider the paid UserWay options at <https://userway.org/pricing> and are required to sign up directly on the UserWay website.

20. LIMITATIONS OF LIABILITY

In no event shall Style Agent, its President, Vice President, or employees be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services and products, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our services, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our services by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of our products made available via the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. In the event of any problem with this website, you agree that your sole remedy is to cease using this website. In the event of any problem with the products or services that you have purchased on or through this website, you agree that your sole remedy, if any, is through this agreement. Style Agent is not liable to you or to third parties for any damage, harm, injury or claim that arises from your use of any products purchased from our site.

21. CONTACT

Please submit any questions regarding this Terms of Service directly to Style Agent Website Co. via the channels shown below.

800.983.7895

949.424.1680

info@styleagent.net

www.styleagent.net

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United States