Managed Website Service Agreement

Version 1.4 | Effective date: November 28, 2026

Provider: Niels Bunschoten, doing business as Webworthi | Costa Mesa, California, USA | nb@webworthi.com

1. Parties and agreement

Webworthi, operated by Niels Bunschoten, at Costa Mesa, California, USA, provides managed website services to the business identified in its accepted order. The representative confirms authority to bind that business. Services are offered exclusively for business and professional purposes, not personal, family or household use. The agreement consists of this document, the accepted order and incorporated policies 05–11. The completed data processing agreement controls covered processing; a mutually accepted amendment controls its specific subject, then the order controls specific commercial scope, then this agreement and incorporated policies. Mandatory law controls throughout. The privacy notice describes processing rather than waiving rights.

2. Services and packages

Standard ($99/month): up to five pages, two update hours, custom responsive design, hosting, SSL, contact forms, basic SEO, maps, routine maintenance and email support. Premium ($199/month): up to ten pages, five hours, Standard features plus scheduling integration, reviews, analytics, ongoing local SEO and enhanced lead forms. Enterprise ($499/month): no fixed page limit within agreed scope, 20 hours, Premium features plus advanced integrations and scheduling, service/location pages, ongoing SEO, monthly reporting and priority support. No unlimited development. Hours reset monthly; no rollover. Routine maintenance and provider-caused corrections do not consume hours. Additional approved work is $100/hour. Domain and approved third-party costs are separate.

3. Term and payment

All packages are month-to-month with $0 implementation and no minimum commitment or cancellation penalty. The first monthly fee plus applicable tax is due at checkout; billing renews monthly until cancellation. Customers may cancel at any time, effective at the end of the current paid billing period, subject to mandatory earlier cancellation rights. No additional notice period applies. No charges for service after effective termination; reconcile unearned prepayments. Price increases require 60 days' written notice and any additional notice or consent required by law. Transfer fees are separate and require express authorization. Policies 06 and 07 govern billing and cancellation.

4. Delivery and cooperation

Initial reviewable website targeted within 30 calendar days of initial payment, subject to timely materials, access and feedback. Two consolidated initial revision rounds included. Obtain written approval before public launch. Customer warrants authority to supply content and is responsible for accuracy and industry-specific claims. Provider reviews and tests its work, uses reasonable care and addresses provider-caused defects. Policy 11 governs delays and approval; policy 07 governs cure and remedies.

5. Ownership and licenses

Customer retains domain, original materials, branding and data. Customer grants Webworthi a limited license to use supplied materials to perform services. Webworthi retains its rights in customer-specific deliverables until

eligible transfer and in reusable tools and shared systems thereafter. Customer may use the managed site during active service. Policy 05 governs transfer, licenses and exclusions. No exclusive copyright promise for AI-generated material. Third-party licenses control their respective assets.

6. Confidentiality and security

Each party protects nonpublic information received for performance, limits access to authorized persons, and uses it only for agreed purposes or as legally required. Exceptions include independently developed, lawfully received or public information. Notify the other party of unauthorized disclosure as appropriate. Webworthi may use AI-assisted development and vendors with appropriate authorization and safeguards; it remains responsible for reasonable review. Do not send passwords or sensitive data through ordinary forms. Execute a processing addendum where required. Accessibility design targets WCAG 2.2 AA; neither absolute compliance nor uninterrupted security is guaranteed.

7. Suspension and termination

Follow policies 06, 07 and 09. Nonpayment may suspend hosting at 30 days overdue after notices; termination or deletion consideration at 90 days is controlled, not automatic. Material breach ordinarily receives ten business days to cure or an agreed correction schedule; urgent protective action may be immediate. Stop recurring charges at effective termination and reconcile unearned payments. Customer property and lawful data rights survive. Confidentiality, accrued valid payment obligations and applicable ownership and dispute terms survive termination.

8. Risk allocation

To the extent permitted by law, neither party is liable for indirect, incidental, special or consequential damages, including lost profits, revenue or business opportunities. Webworthi’s aggregate liability arising from the services, whether in contract, tort or otherwise, is limited to service fees actually paid to Webworthi under the affected order in the 12 months preceding the event giving rise to the claim. These limits do not restrict mandatory refunds or liability that cannot lawfully be limited, including fraud, willful injury, gross negligence to the extent protected by law, or violations of law where exclusion is prohibited. Services are provided with reasonable care; no guarantee of revenue, leads, rankings, uninterrupted availability or third-party performance is made. Customer will defend and indemnify Webworthi against third-party claims and reasonable defense costs to the extent arising from customer-supplied unlawful or infringing materials, unlawful instructions or customer misconduct, excluding loss caused by Webworthi’s own fault. Webworthi will promptly notify customer of claims and permit customer to control defense with competent counsel; no settlement imposing liability or nonmonetary obligations on Webworthi without its consent. Webworthi remains responsible for its own conduct as required by law. Events outside reasonable control excuse affected performance only while reasonable mitigation and notice continue, without extinguishing accrued obligations or mandatory refund rights.

9. Disputes, notices and changes

California law governs, subject to mandatory protections. Parties first seek good-faith resolution by written notice; either may seek relief in a court of competent jurisdiction, ordinarily in Orange County, California where lawful. Notices to Webworthi: nb@webworthi.com; customer notices to the order email. Formal service of process follows applicable law. Electronic acceptance records identify exact terms and order; retainable copies are provided. No retroactive changes by posting; renewed consent is obtained where required. Unenforceable provisions are severed to the extent lawful. No assignment that impairs customer rights without required consent.