FOXSTONE GROUP DIGITAL
DIGITAL SERVICES AGREEMENT

Website design, branding, setup, integration, and related digital services. Updated October 2026.

1. PARTIES AND PROJECT

This Digital Services Agreement is between Foxstone Group Digital ("Foxstone") and the accepting client ("Client"). The accepted package, add-ons, project intake, estimate, invoice, proposal, and written scope identify the specific deliverables, price, timeline, and special requirements and are incorporated into this Agreement.

2. SCOPE AND THIRD-PARTY COSTS

Only deliverables expressly included in the accepted scope are included. Out-of-scope requests may require a revised quote or additional fee. Domain registration, hosting, premium plugins, paid fonts/media, software subscriptions, advertising, processor fees, and other third-party charges are Client's responsibility unless expressly included.

3. PAYMENT AND DEPOSIT

Unless otherwise agreed in writing, Client pays a 50% deposit to begin work. The remaining balance is due before final deployment, transfer, release of production credentials/files, or handoff. Foxstone may pause work for overdue amounts. Refund treatment after cancellation depends on work performed and non-refundable costs already incurred.

4. CLIENT RESPONSIBILITIES AND DELAYS

Client will timely provide accurate information, approvals, content, account access, and other materials reasonably needed. Client is responsible for final review of names, prices, contact details, legal or regulated-industry claims, policies, and business content before launch. Timelines are estimates and may move for Client, third-party, DNS, platform-review, outage, or other delays outside Foxstone's reasonable control.

5. REVISIONS AND CHANGES

Included revisions are those stated in the accepted scope. A revision changes included work; it does not automatically include a new design direction, page, feature, or material expansion. Additional revisions or scope changes may be quoted separately.

6. CLIENT CONTENT AND RIGHTS

Client represents that it owns or has permission to use content, logos, photographs, trademarks, copy, data, and other materials supplied to Foxstone. Client is responsible for third-party claims arising from Client-supplied materials or instructions.

7. OWNERSHIP AND PORTFOLIO

After full payment, Client receives rights to final custom deliverables identified for transfer, excluding Foxstone's pre-existing tools, reusable code, templates, know-how, licensed third-party materials, drafts, and unused concepts. Third-party components remain subject to their licenses.

Unless Client requests confidentiality in writing before public display, Client permits Foxstone to show reasonable screenshots and identify/link the completed public project in Foxstone's portfolio and marketing. Confidential credentials and nonpublic business information will not be intentionally published.

8. THIRD-PARTY SERVICES

Domains, hosting, email, Google services, booking tools, social platforms, analytics, payment processors, plugins, APIs, and other external services are controlled by their providers. Foxstone does not guarantee their approval, uptime, security, pricing, policies, data retention, deliverability, ranking, or performance.

9. SEO, ACCESSIBILITY, PERFORMANCE, AND RESULTS

Foxstone may apply reasonable basic SEO, responsive-design, usability, or accessibility practices when included in scope, but does not guarantee rankings, traffic, leads, sales, conversions, accessibility compliance under every law or standard, or identical appearance/performance on every browser, device, assistive technology, network, or future software version. Foxstone does not provide legal, tax, accounting, cybersecurity, or compliance certification unless expressly contracted for a lawful service.

10. SECURITY, BACKUPS, AND MAINTENANCE

No website or online system can be guaranteed uninterrupted, error-free, or immune from attack. After handoff, Client is responsible for secure credentials, backups, renewals, updates, subscriptions, security, and maintenance unless a separate ongoing service is purchased.

11. ERRORS AND OMISSIONS

Foxstone will use reasonable care and should be given an opportunity to correct in-scope errors. Foxstone is not responsible for losses caused by inaccurate Client information, Client edits after handoff, unauthorized access, third-party changes/outages, expired services, or Client's failure to review information Client was responsible for verifying.

12. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Foxstone will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost sales, lost data, loss of goodwill, or business interruption.

To the fullest extent permitted by law, Foxstone's aggregate liability arising from a project will not exceed the amount actually paid to Foxstone for the specific project giving rise to the claim. This limitation does not apply where applicable law prohibits limitation of the particular liability.

13. INDEMNIFICATION

To the fullest extent permitted by law, Client will defend, indemnify, and hold harmless Foxstone and its owners, personnel, and contractors from third-party claims, liabilities, losses, costs, and reasonable attorneys' fees arising from Client-supplied content or instructions, Client's products/services or business practices, Client's violation of law, or Client's breach, except to the extent finally determined to result from Foxstone conduct for which indemnification may not lawfully be required.

14. TERMINATION

Either party may end a project by written notice. Foxstone may suspend or terminate work for nonpayment, unlawful requests, failure to provide required materials, security concerns, or material breach. Client remains responsible for amounts earned, work performed, and non-refundable costs incurred through termination.

15. ELECTRONIC ACCEPTANCE; GOVERNING LAW

The parties agree to conduct the transaction electronically where used. Checking an agreement box, electronically signing, or another electronic action clearly presented as acceptance may evidence agreement to the applicable terms to the extent permitted by law. Client should retain a copy.

Texas law governs without regard to conflict-of-law principles. This Agreement together with the accepted scope, estimate, invoice, and written addenda forms the parties' agreement. If a provision is unenforceable, the remaining provisions continue to the extent permitted by law.

ACCEPTANCE AND SIGNATURES

Client / Business Name: _____

Selected Package / Project: _____

Project Total / Deposit: _____

Accepted Scope Reference: _____

Authorized Representative: _____

Client Signature: _____

Date: _____

Foxstone Representative: _____

Foxstone Signature: _____

Date: _____

Business-use notice: General template only; not legal advice or a guarantee of enforceability. Attorney review is recommended before operational use, especially for transportation, limitation-of-liability, indemnification, privacy, and regulated-service provisions.