



Terms and Conditions

CYNERGY DESIGN STUDIO LLC

Applies to all sprint packages. Incorporated by reference into every Service Agreement.

PACKAGE SUMMARY

PACKAGE	PAGES	DELIVERY	REVISIONS	INVESTMENT
24hr Cynergy	1	24 hours	1 round	\$1,050 beta / \$1,500
Gone For The Weekend	5	3 days	2 rounds	\$1,800 beta / \$2,500
Cynergy Unleashed	7	7 days	2 rounds	\$2,450 beta / \$3,500

All packages include launch assets and fourteen (14) days post-launch support. Copy is not included in any package and is available as an add-on for \$500.

24hr Cynergy does not include brand foundations and is intended for Clients who already have an established brand identity. Gone For The Weekend and Cynergy Unleashed include brand foundations as set out in the applicable Service Agreement.

1. AGREEMENT

These Terms and Conditions govern all design services provided by Cynergy Design Studio LLC ("Studio," "we," "us") to the client identified in the accompanying Service Agreement ("Client," "you"). The Service Agreement and these Terms together form the complete agreement between both parties.

2. SCOPE OF WORK

Deliverables, page count, and timeline are defined in your Service Agreement. Anything not expressly listed there is outside the scope of this project and is not included.

Requests falling outside the stated scope may be accommodated at the Studio's discretion as a separate engagement with separate pricing and a separate timeline.

3. SCHEDULING

Upon payment and execution of the Service Agreement, Client will receive scheduling instructions by email.

Where the package includes a separate strategy call, Client is responsible for booking both the strategy call and the sprint start date at that time. The strategy call and the sprint start date must be scheduled a minimum of three (3) calendar days apart. Bookings that do not meet this requirement will be adjusted by the Studio.

Where the package does not include a separate strategy call, Client books the design day only. Direction is locked during the sprint itself.

PACKAGE	STRATEGY CALL	DATES BOOKED
24hr Cynergy	None. 90-minute kickoff at sprint start	One
Gone For The Weekend	Separate, before sprint	Two, 3+ days apart
Cynergy Unleashed	Separate, before sprint	Two, 3+ days apart

Sprint dates are subject to Studio availability and are confirmed on a first-booked basis.

4. PAYMENT

Payment options are pay in full at signing, a 50/50 split with the balance due upon completion, or third-party financing through Stripe.

Where the 50/50 option is selected, the deposit of 50% is due at signing and the remaining balance is invoiced at project completion. Final files and site publication are released only after the balance clears.

Where third-party financing is selected, project commencement is contingent on financing confirmation.

Fees are exclusive of any third-party costs described in Section 14.

5. WEBSITE CONTENT

Client must complete the brand questionnaire and submit all website content no later than twenty-four (24) hours prior to the scheduled sprint start time.

Website content includes all copy, photography, imagery, logo files, brand assets, testimonials, service descriptions, pricing information, and any other material intended to appear on the delivered site.

This is a fixed sprint model. Late, incomplete, or unusable content directly reduces what can be produced within the sprint window. Where content is delivered late or is incomplete, the Studio will complete as much of the stated scope as the remaining time allows. The timeline will not be extended and no refund, credit, or additional work is owed on this basis.

Client is responsible for the quality and usability of submitted assets, including image resolution and file format. The Studio is not responsible for the appearance of the delivered site where it results from low-quality Client-supplied assets.

Where Client is working with an independent copywriter and that copywriter's delay makes the content deadline unachievable, Client may reschedule the sprint one time at no cost as a courtesy, provided the Studio is notified as soon as the delay is known. The rescheduled date must fall within sixty (60) days of the original sprint start date.

6. COPY

Copy is not included in any package. Client is responsible for supplying finalized, proofread copy for all pages within the stated project scope by the deadline set out in Section 5. Where the Copy Development Add-On has not been selected, the Studio does not write, edit, or proofread Client-supplied copy.

Copy Development Add-On, \$500. Where selected, the Studio leads the copy development process using information gathered through the brand questionnaire and, where applicable, the strategy call. The Studio structures and directs copy with a focus on clarity, brand voice, and conversion.

This add-on is a guided copy development service and does not constitute professional copywriting services. Final copy quality depends on the accuracy and depth of the information Client provides.

The add-on covers copy for pages within the stated project scope only. It does not include ongoing copywriting, copy revisions beyond the project's stated revision allowance, or copy for any material outside this project.

The Studio makes no guarantee regarding conversion rates, revenue, traffic, or business outcomes resulting from copy produced under this add-on.

7. THE SPRINT, KICKOFF, AND APPROVALS

Every sprint opens with a kickoff call. Where the package includes a separate strategy call, the kickoff recaps and confirms the direction already agreed. Where it does not, the kickoff is a ninety (90) minute working call during which direction is locked, and build begins immediately following it.

Client agrees to attend the kickoff call. Failure to attend does not extend the delivery window. The Studio will proceed using the completed brand questionnaire, and no refund, credit, or reschedule will be issued.

Where the project includes a direction approval step during the sprint, Client agrees to review and respond within the timeframe communicated. Failure to respond within that window is treated as approval and the Studio will proceed in order to protect the timeline.

Changes to approved direction requested after approval fall outside the revision allowance.

8. REVISIONS

Revision rounds are as stated in your Service Agreement. A revision round means one consolidated set of change requests submitted together, not individual requests submitted separately over time.

Revision requests must be submitted within five (5) business days of delivery. Requests submitted after that period, or in excess of the stated allowance, are billed at the Studio's current hourly rate of \$100 per hour.

Revisions cover refinement of delivered work. They do not cover changes to approved direction, additional pages, or new deliverables.

9. DELIVERY AND POST-LAUNCH SUPPORT

Delivery occurs at the close of the delivery window stated in your Service Agreement.

The Studio provides fourteen (14) days of post-launch support beginning on the date of delivery. Support covers technical issues, functional errors in the delivered site, and guidance on making your own updates to the site. It does not include design work, revisions, new content, additional pages, or ongoing maintenance performed by the Studio.

10. CANCELLATION AND RESCHEDULING

The deposit is non-refundable under all circumstances, regardless of package or payment method selected.

Client may cancel or reschedule the sprint with the minimum notice stated below, calculated in business days prior to the scheduled sprint start date. Business days are Monday through Friday, excluding federal holidays.

PACKAGE	NOTICE REQUIRED
24hr Cynergy	5 business days before design day
Gone For The Weekend	7 business days before sprint start
Cynergy Unleashed	7 business days before sprint start

With sufficient notice, Client may elect one of the following:

(a) Reschedule. The sprint moves to a new date falling within sixty (60) days of the original sprint start date, subject to a rescheduling fee of \$150. The fee is due before the new date is confirmed. All payments already made transfer to the rescheduled date. The rescheduling fee is waived where the reschedule is necessitated by a delay on the part of Client's independent copywriter as described in Section 5.

(b) Cancel. The deposit is forfeited. Any amount paid in excess of the deposit is refunded within fourteen (14) business days.

Cancellation or rescheduling requested inside the notice window forfeits the option to reschedule. No reschedule will be issued. Where Client cancels before the date scheduled for the strategy call, or, where the package includes no separate strategy call, before the scheduled design day, the deposit is forfeited and any amount paid in excess of the deposit is refunded within fourteen (14) business days. Where Client cancels on or after that date, all payments made are forfeited, whether or not the call took place.

Strategy call. Where the package includes a separate strategy call, the sprint start date is fixed and does not move as a result of any change to that call. Client may reschedule the strategy call one time at no cost, provided the new date falls at least two (2) calendar days before the sprint start date and Studio availability allows. Where no such date is available, or where Client misses the call, the strategy call is forfeited and the Studio will proceed using the completed brand questionnaire.

11. OWNERSHIP

Upon receipt of full payment, Client owns the final approved deliverables produced specifically for Client under this agreement, including, where included in the stated project scope, the final logo, brand assets, and website design as delivered.

The Studio retains ownership of all preliminary concepts, unused designs, working files, and the Studio's proprietary templates, systems, frameworks, and processes. Proprietary Cynergy templates used in the build are licensed to Client for use on the delivered site only and may not be resold, redistributed, or reused on additional properties.

Client warrants that all content supplied to the Studio is owned by Client or properly licensed, and indemnifies the Studio against any claim arising from Client-supplied content.

12. DESIGNER CREDIT

The delivered site will include a designer credit in the footer, substantially in the form of "Made with Cynergy by Cynergy Design Studio," hyperlinked to the Studio's website.

Client agrees to maintain this credit in place, unaltered and functional, for as long as the delivered site remains live in substantially the form delivered. Client agrees not to remove, obscure, reduce the visibility of, or disable the link.

Client may elect to have the credit removed at any time upon payment of a credit removal fee of \$500. Where Client removes the credit without payment of this fee, the Studio may invoice the fee and it becomes due within fourteen (14) business days.

This provision survives completion of the project.

13. PORTFOLIO AND MARKETING RIGHTS

Client grants the Studio a perpetual, irrevocable, worldwide, royalty-free right to display, reproduce, and distribute all work produced under this agreement for promotional purposes. This includes the Studio's portfolio, website, social media channels, case studies, presentations, advertising, press, and any other marketing use the Studio elects.

Client further grants the Studio the right to identify Client by name and business name in connection with that work.

This right survives completion or termination of this agreement and is not conditional on Client approval.

14. THIRD-PARTY PLATFORMS AND COSTS

Client is solely responsible for all third-party costs, including but not limited to platform subscriptions, domain registration, hosting, stock imagery, premium fonts, plugins, and email service providers. These are not included in the project fee.

The Studio is not responsible for the performance, availability, pricing changes, or discontinuation of any third-party platform or service.

15. TIMELINE AND DELAYS

Sprint timelines assume Client meets all deadlines and responds to requests within the timeframes communicated during the sprint.

Delays caused by Client, including late content, delayed approvals, or unresponsiveness, do not extend the sprint window and do not entitle Client to a refund, credit, or additional work.

Where the Studio is unable to deliver within the stated timeline due to circumstances within its own control, the Studio will complete the work as promptly as possible at no additional cost to Client.

16. COMMUNICATION

Prior to the sprint all project communication takes place by email and, where the package includes one, through the scheduled strategy call, during Studio business hours. The Studio responds to communications within one (1) business day. During the sprint, communication is by phone call or text. Post-launch support requests must be sent by email.

The Studio does not provide support by direct message or social media platforms.

17. GENERAL TERMS

The Studio may end this agreement where Client is abusive, materially unresponsive, or materially in breach. In that event Client is refunded any amount paid beyond work completed to date, less the non-refundable deposit, and receives all completed deliverables.

The Studio's total liability under this agreement is limited to the amount Client has paid. The Studio is not liable for indirect or consequential damages and makes no guarantee of revenue, conversion rates, traffic, or search ranking.

The Studio works as an independent contractor. This agreement creates no employment or partnership relationship.

This agreement is governed by the laws of the Commonwealth of Virginia and, together with the Service Agreement, represents the entire agreement between the parties. Changes must be agreed in writing. If any provision is found unenforceable, the remainder stays in effect.