

Candyland Consulting LLC

Digital Services — Engagement Terms & Conditions

Effective Date: _____ Document Version: 1.1 Last Updated: March 2026

1. Scope of Services

Candyland Consulting LLC ("Company") provides digital consulting services including but not limited to:

- Website design and development (Cloudflare Pages / Workers)
- Search engine optimization (SEO) and structured data implementation
- Analytics setup and configuration (GA4, GTM, Google Search Console)
- Digital presence management (Google Business Profile, social card previews, sitemaps)
- Custom web application development (Cloudflare Workers, serverless tools)
- Mac hardware diagnostics, repair, and optimization
- AI tool training and workflow integration

The specific deliverables, timeline, and pricing for each engagement will be documented in a separate Scope of Work ("SOW") agreed upon by both parties before work begins. The SOW is incorporated into these terms by reference.

2. Engagement Process

2.1 Consultation

Initial consultations are provided at no cost and carry no obligation. The purpose is to assess the Client's current digital presence, discuss goals, and determine whether the engagement is a good fit for both parties.

2.2 Scope Agreement

Following consultation, Company will provide a written Scope of Work document detailing: deliverables, timeline (delivery window, not a fixed date), pricing, and any assumptions or exclusions. Work does not begin until the Client approves the SOW in writing and the required deposit is received.

2.3 Review & Revision

Upon completion of the initial build, the Client will receive a review period of five (5) business days to provide feedback. One (1) round of revisions is included in the base project price. Revisions are limited to items within the original SOW. Additional revision rounds or changes outside the original scope will be quoted as separate change orders.

2.4 Handoff & Training

Upon final payment, Company will transfer all code, assets, credentials, and documentation to the Client. A walkthrough session is included to ensure the Client understands how to access, update, and maintain all deliverables. Training on AI tools for ongoing content management is included where applicable.

3. Payment Terms & Pricing Schedule

3.1 Standard Rates

The following rates are effective as of March 2026. Rates are subject to change; the rate documented in the signed Scope of Work governs the engagement.

Service	Rate
Website Design & Development	Starting at \$500 per project
Analytics & Digital Presence	Hourly add-on to website build
Custom Web Applications	Quoted per project
Mac Support & Repair — Diagnostic	\$25 flat fee
Mac Support & Repair — Labor	\$30 per hour
Mac Support & Repair — Parts	At cost, no markup
Ongoing Support & Maintenance	Quoted per client

All rates exclude third-party costs (domain registration, ad spend, email hosting, hardware parts). Parts for Mac repair are billed at cost with receipt provided.

3.2 Deposit Structure

Projects under \$1,000: Full payment is required upfront before work begins.

Projects \$1,000 and above: A fifty percent (50%) deposit is required before work begins. The remaining fifty percent (50%) is due upon Client approval of the completed deliverables, prior to final handoff.

3.3 Payment Methods

Payment is accepted via Venmo, Zelle, or bank wire transfer. Invoices with net-30 or net-60 terms are not available. Payment must be confirmed as cleared before work begins or assets are transferred.

3.4 Non-Refundable Deposit

Deposits are non-refundable once work has commenced. The deposit compensates Company for reserving capacity, beginning technical planning, and initiating development. If the Client cancels after work has begun, the deposit is retained and any completed work is delivered as-is.

3.5 Late Payment

Final payment is due within seven (7) calendar days of Client approval. If final payment is not received within fourteen (14) calendar days, Company reserves the right to withhold delivery of assets and credentials until payment is received. Ownership does not transfer until payment is complete.

4. Scope Management & Change Orders

4.1 Scope Lock

Once the SOW is signed and the deposit is received, the project scope is considered locked. Any requests for changes, additions, or modifications outside the original SOW constitute a change order.

4.2 Change Order Process

Change orders must be submitted in writing (email). Company will respond with a quote for the additional work within two (2) business days. Change orders require separate approval and may require additional deposit. Change orders may affect the original delivery timeline.

4.3 Communication

All scope changes, approvals, and formal communications must occur via email. Text messages, phone calls, and verbal agreements are not binding for scope or payment purposes. This protects both parties by maintaining a clear paper trail.

5. Ownership & Intellectual Property

5.1 Transfer of Ownership

Upon receipt of final payment, all custom code, design assets, content, domain configurations, analytics properties, and credentials created for the Client's project transfer to the Client in full. The Client will own all deliverables outright with no recurring licensing fees or usage restrictions.

5.2 Pre-Payment Ownership

Until final payment is received, all work product remains the intellectual property of Candyland Consulting LLC. Company retains the right to withhold, remove, or disable any deployed assets if final payment is not received per the terms in Section 3.5.

5.3 Portfolio Rights

Company reserves the right to display completed work in its portfolio, case studies, and marketing materials unless the Client requests exclusion in writing prior to project commencement. Portfolio display will not include confidential business data or private credentials.

5.4 Third-Party Assets

Any third-party assets (fonts, stock images, libraries) used in the project will be either open-source or properly licensed. Company will document all third-party dependencies and their license terms as part of the project handoff.

6. Termination & Walk-Away

6.1 Client Termination

The Client may terminate the engagement at any time by providing written notice via email. Upon termination: (a) the deposit is retained by Company, (b) any completed work up to the date of termination will be delivered to the Client as-is, and (c) no further work will be performed.

6.2 Company Termination

Company may terminate the engagement if: (a) the Client is unresponsive for more than fourteen (14) consecutive calendar days during an active project, (b) the Client engages in abusive or threatening behavior, or (c) circumstances arise that make completion infeasible. Upon Company-initiated termination, the unused portion of the deposit will be refunded proportionally based on work completed.

6.3 Force Majeure

Neither party shall be liable for delays or failure to perform due to circumstances beyond reasonable control, including but not limited to natural disasters, internet outages, or government actions. Affected timelines will be extended by the duration of the force majeure event.

7. Warranties & Limitations

7.1 Workmanship

Company warrants that all deliverables will be built to professional standards, function as described in the SOW, and be free of material defects at the time of delivery. Company will correct any bugs or defects identified within fourteen (14) days of handoff at no additional charge, provided the issue is within the original scope and has not been caused by Client modifications.

7.2 No Guaranteed Outcomes

Company does not guarantee specific business outcomes including but not limited to: search engine rankings, traffic volumes, conversion rates, or revenue. SEO and analytics services improve visibility and provide data — results depend on market conditions, content quality, and factors outside Company's control.

7.3 Third-Party Services

Company is not responsible for changes, outages, or policy modifications by third-party platforms including but not limited to: Cloudflare, Google, Shopify, or social media platforms. Company will make reasonable efforts to address issues caused by third-party changes but cannot guarantee resolution.

7.4 Limitation of Liability

Company's total liability for any claim arising from the engagement shall not exceed the total fees paid by the Client for the specific project in question. Company shall not be liable for indirect, incidental, consequential, or punitive damages.

8. Exclusions — What Is Not Included

Unless explicitly stated in the SOW, the following are not included in the base project price:

- Ongoing maintenance, content updates, or bug fixes after the 14-day warranty period
- Domain registration or renewal fees
- Third-party service costs (e.g., Google Ads spend, email hosting)
- Content creation (copywriting, photography, videography)
- Ongoing SEO campaigns or monthly reporting
- Hardware costs for Mac repair services (parts are billed separately at cost)
- Training beyond the initial handoff walkthrough

Any of the above can be added as a separate engagement or change order at agreed-upon rates.

9. Ongoing Support (Optional)

After project completion and handoff, ongoing support is available on an hourly basis at a rate agreed upon at the time of the original engagement. Support requests are handled via email and subject to availability. Ongoing support is a separate engagement and does not fall under the original SOW.

10. Confidentiality

Company will treat all Client business information, credentials, analytics data, and operational details as confidential. Company will not share, sell, or disclose Client information to third parties without explicit written consent. Credentials shared for project purposes will be used solely for the scope of the engagement and returned or deleted upon project completion.

11. Governing Law & Disputes

This agreement shall be governed by and construed in accordance with the laws of the State of Nevada, United States. Any disputes arising from this agreement shall be resolved through good-faith negotiation. If negotiation fails, disputes shall be subject to the jurisdiction of the courts in Clark County, Nevada.

12. Entire Agreement

These terms, together with the applicable Scope of Work document, constitute the entire agreement between the parties. No verbal agreements, implied understandings, or prior discussions shall override the written terms. Amendments to these terms must be made in writing and signed by both parties.

Agreement & Signatures

By signing below, both parties acknowledge that they have read, understood, and agree to the terms and conditions outlined in this document.

Candyland Consulting LLC

Client

Signature

Signature

Printed Name

Printed Name

Date

Date