



VICTORY TECH SOLUTIONS

Website Development, Hosting & Support Agreement

This Website Development, Hosting & Support Agreement ("Agreement") governs services provided by Victory Tech Solutions to clients purchasing or utilizing services offered by Victory Tech Solutions.

For purposes of this Agreement, the terms "Client", "you", or "your" refer to the individual, company, organization, or entity purchasing, authorizing, or utilizing services provided by Victory Tech Solutions.

1. Scope of Services

Victory Tech Solutions agrees to provide services as outlined in any applicable proposal, estimate, invoice, statement of work, or written authorization that references or incorporates this Agreement.

Services may include, but are not limited to:

- Website design and development
- Website hosting
- Domain registration or DNS assistance
- Website migration
- Email setup and support
- Database support
- Routine website maintenance
- Ad-hoc updates to existing website content
- Technical consulting and troubleshooting
- Search engine and social media integration
- Custom programming or feature development

Receipt of payment for any proposal, estimate, invoice, or project fee may be relied upon as authorization to proceed with work under this Agreement and any applicable project proposal or written authorization.

2. Project Fees

Project pricing, included services, timelines, support terms, and other project-specific details shall be outlined in the applicable proposal, estimate, invoice, or written authorization.

Unless otherwise stated in writing, website development projects are fixed-price projects and development work begins only after payment has been received.

The Client acknowledges that website development and design inherently involve subjective creative and technical decisions. Victory Tech Solutions will make reasonable efforts to align work with the agreed project goals, examples, specifications, and revisions discussed during the project.

Requests that materially alter the agreed scope, functionality, structure, design direction, or content requirements after work has begun may be treated as additional billable work.

3. Hosting, Maintenance & Support

If the Client purchases hosting or ongoing support services from Victory Tech Solutions, recurring fees shall be billed annually unless otherwise agreed in writing.

Hosting and support services may include:

- Website hosting
- Email hosting
- Routine maintenance
- Security updates
- Minor or ad-hoc updates to existing content
- Technical support
- DNS and domain assistance

Routine or ad-hoc updates generally include modifications to existing content such as:

- Updating text
- Replacing images
- Updating contact information
- Updating dates or event information
- Minor formatting adjustments

The following are generally NOT considered routine or ad-hoc updates and may require separate billing:

- Major redesigns
- New feature development
- Third-party integrations
- Custom programming
- E-commerce modifications
- Extensive content creation, including but not limited to custom graphics, image editing or enhancement, photo manipulation, video production or editing, audio production or editing, or large-scale content preparation
- Emergency or after-hours rush requests

Victory Tech Solutions will make reasonable efforts to complete routine updates promptly. Most routine updates are typically completed by the next business day, although more complex requests or requests requiring additional preparation, troubleshooting, or content processing may require additional time.

4. Client Responsibilities

The Client agrees to:

- Provide required content, approvals, credentials, and information in a timely manner
- Maintain legal rights to all content supplied to Victory Tech Solutions
- Review work and provide approvals or revision requests promptly
- Maintain current payment information and billing contact information
- Back up any local copies of data or files the Client wishes to retain independently

The Client represents that any text, images, logos, trademarks, media, or other materials provided do not infringe upon the rights of any third party.

The Client assumes full responsibility for the accuracy, legality, and ownership of content supplied.

5. Third-Party Services

Projects may rely upon third-party providers or services including, but not limited to:

- Domain registrars
- Cloud hosting providers
- Email providers

- SSL certificate providers
- Payment gateways
- Analytics providers
- Social media platforms
- Third-party plugins or software

Victory Tech Solutions is not responsible for outages, pricing changes, discontinued services, policy changes, security incidents, or functionality changes caused by third-party providers.

The Client acknowledges that some third-party services may require separate subscriptions, agreements, or fees.

6. Intellectual Property & Licensing

Upon full payment of all applicable invoices, the Client shall own the final website content specifically created for the Client, excluding:

- Third-party software
- Licensed plugins
- Server-side utilities
- Stock photography
- Fonts
- Frameworks
- Proprietary tools or utilities developed by Victory Tech Solutions
- Pre-existing code libraries

Victory Tech Solutions retains ownership of all proprietary systems, methodologies, utilities, scripts, frameworks, templates, and reusable development components.

Victory Tech Solutions may display completed work in portfolios, social media, demonstrations, or marketing materials unless otherwise agreed in writing.

7. Acceptable Use

The Client agrees not to use services provided by Victory Tech Solutions for:

- Illegal activity

- Fraudulent activity
- Malware distribution
- Spam or unsolicited bulk email
- Copyright infringement
- Defamation
- Harassment
- Hosting unlawful or prohibited content
- Activities that materially interfere with network stability or security

Victory Tech Solutions reserves the right to suspend services that violate this section.

8. Payment Terms

Payment due dates, recurring billing terms, renewal dates, and project-specific payment requirements shall be as outlined in the applicable proposal, estimate, invoice, statement of work, or written authorization.

Unless otherwise stated in writing:

- Services may be suspended for non-payment.
- The Client is responsible for reasonable collection costs and legal fees associated with unpaid balances.

Hosting, support, or recurring services not paid by the applicable renewal or due date may result in suspension or termination of services.

9. Term & Termination

This Agreement shall remain in effect until terminated by either party.

Either party may terminate recurring services in accordance with the applicable proposal, estimate, invoice, statement of work, or written authorization governing the services.

Victory Tech Solutions reserves the right to terminate or suspend services immediately for:

- Non-payment
- Abuse toward staff
- Fraudulent or unlawful activity

- Violation of this Agreement
- Activity posing security or operational risks

Termination does not eliminate the Client's responsibility for unpaid balances or fees incurred prior to termination.

10. Transfer Upon Termination

Upon written request and payment in full of all outstanding balances, Victory Tech Solutions will reasonably cooperate in transferring the Client's website and related materials under the Client's control.

Transfer cooperation may include:

- Providing website files
- Database exports
- DNS information
- Domain transfer authorization assistance

Victory Tech Solutions is not responsible for configuring or supporting third-party hosting environments after transfer.

Migration or transfer assistance beyond reasonable basic cooperation may be billable.

11. Warranty Disclaimer

Victory Tech Solutions provides services on an "as-is" and "as-available" basis.

Victory Tech Solutions utilizes professionally managed hosting infrastructure and industry-standard technologies intended to provide high levels of uptime, reliability, security, and performance. We make commercially reasonable efforts to meet or exceed commonly accepted industry standards for website availability, monitoring, maintenance, and operational reliability.

However, Victory Tech Solutions does not guarantee:

- Continuous or uninterrupted operation
- Specific search engine rankings
- Compatibility with all browsers or devices indefinitely
- Protection from all security threats
- Error-free operation

- Specific business results or revenue outcomes

The Client acknowledges that all technology systems and internet-based services carry inherent risks including outages, data loss, hardware failure, software bugs, cyberattacks, telecommunications failures, and third-party service interruptions.

While Victory Tech Solutions makes reasonable efforts to maintain reliable and secure systems, temporary interruptions, maintenance events, or circumstances beyond reasonable control may occur from time to time.

12. Limitation of Liability

To the fullest extent permitted by law, Victory Tech Solutions shall not be liable for:

- Indirect damages
- Consequential damages
- Loss of profits
- Loss of business opportunities
- Loss of data
- Service interruptions
- Reputation damage
- Third-party claims

Victory Tech Solutions' total aggregate liability under this Agreement shall not exceed the total amount paid by the Client to Victory Tech Solutions during the twelve (12) months preceding the event giving rise to the claim.

13. Indemnification

The Client agrees to defend, indemnify, and hold harmless Victory Tech Solutions and its owners, employees, contractors, and affiliates from claims, damages, liabilities, costs, and expenses arising from:

- Client-provided content
- The Client's business activities
- Violations of law
- Intellectual property disputes related to supplied materials

- Misuse of services
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14. Privacy & Data Handling

Victory Tech Solutions may collect and store contact information, technical information, analytics data, communications, and project-related materials necessary to provide services.

Victory Tech Solutions uses commercially reasonable measures to protect information but cannot guarantee absolute security.

The Client acknowledges that internet-based services inherently involve security and privacy risks.

Use of Victory Tech Solutions websites or services may also be subject to separate published Privacy Policies and Terms of Service.

15. Independent Contractor

Victory Tech Solutions is an independent contractor and not an employee, partner, or joint venture of the Client.

16. Force Majeure

Victory Tech Solutions shall not be liable for delays or failures caused by circumstances beyond reasonable control including:

- Natural disasters
 - Power outages
 - Internet outages
 - Cyberattacks
 - Labor disputes
 - Government actions
 - Vendor failures
 - Hosting provider outages
 - Telecommunications failures
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17. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Washington, without regard to conflict of law principles.

Venue for any legal action shall be located in Washington State unless otherwise agreed in writing.

18. Entire Agreement

This Agreement, together with any proposal, invoice, estimate, email authorization, or statement of work, constitutes the entire agreement between the parties and supersedes prior discussions or understandings.

Any amendments must be in writing.

19. Severability

If any provision of this Agreement is determined unenforceable, the remaining provisions shall remain in full force and effect.

20. Acceptance

Payment of any invoice, proposal, estimate, or project fee issued by Victory Tech Solutions constitutes acceptance of this Agreement and any applicable proposal, estimate, invoice, statement of work, or written authorization associated with the project or services provided.

The Client acknowledges that electronic communications, written approvals, submitted payments, or authorization to proceed may be relied upon as evidence of acceptance and authorization to perform work.