

INFINITE ATOM TECHNOLOGIES LLC

Website Build & Service Agreement

Terms for Website Design, Development & Digital Services

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// 1. AGREEMENT OVERVIEW

This Website Build and Service Agreement governs all website design, development, platform build, and related digital services provided by Infinite Atom Technologies LLC. By commissioning website or digital services, you agree to these terms. This Agreement should be read in conjunction with a project-specific Statement of Work (SOW) that defines the specific deliverables, timeline, and pricing for each engagement.

// 2. STATEMENT OF WORK

Each website or digital service engagement is governed by a project-specific Statement of Work agreed upon before work begins. The SOW defines:

- Scope of work and specific deliverables
- Project timeline and milestone dates
- Pricing and payment schedule
- Number of revision rounds included
- Technologies and platforms to be used
- Client responsibilities and required materials

In the absence of a signed SOW, work scope is defined by written email or message confirmation between the parties. Verbal commitments do not constitute binding scope.

// 3. CLIENT RESPONSIBILITIES

3.1 Timely Provision of Materials

Client is responsible for providing all required materials in a timely manner including brand assets, content, images, copy, login credentials, domain access, and any other materials needed to complete the project. Delays caused by late provision of materials extend the project timeline accordingly and do not entitle the client to refunds or compensation for delays.

3.2 Timely Feedback & Approvals

Client is responsible for reviewing deliverables and providing feedback or approvals within the timeframes specified in the SOW. If no timeframe is specified, feedback is expected within 5 business days of delivery. Failure to provide timely feedback may result in project delays, and extended delays may result in project suspension or additional fees.

3.3 Accurate Information

Client is responsible for ensuring all information, content, and materials they provide are accurate, legal, and do not infringe third-party rights. Infinite Atom is not responsible for verifying the accuracy or legality of client-provided content.

3.4 Access & Credentials

Client must provide necessary access to hosting, domain registrar, existing platforms, and any other systems required for the project. Client is responsible for maintaining the security of shared credentials and for changing credentials after project completion.

// 4. SCOPE MANAGEMENT

4.1 Scope Creep

Work outside the agreed SOW scope is subject to additional fees. Infinite Atom will notify client of out-of-scope requests before proceeding. Client approval of additional work constitutes agreement to additional fees. Minor clarifications within the spirit of the agreed scope will be accommodated without additional charge at Infinite Atom's discretion.

4.2 Revisions

Each engagement includes a defined number of revision rounds specified in the SOW. A revision round is one consolidated set of feedback applied to a deliverable. Multiple separate feedback submissions count as multiple revision rounds. Revisions address reasonable refinements to the agreed design direction. Complete design restarts or fundamental direction changes are treated as new scope.

4.3 Change Orders

Significant scope changes require a written change order agreed upon by both parties before additional work begins. Change orders define the additional work, timeline impact, and additional fees. Work on change orders does not begin until the change order is approved and, if applicable, additional payment is received.

// 5. INTELLECTUAL PROPERTY

5.1 Client Content

All content provided by the client (logos, images, copy, brand assets) remains the property of the client. Client warrants they own or have rights to all provided materials and indemnifies Infinite Atom from IP claims related to client-provided content.

5.2 Custom Work Product

Custom design work, custom code, and custom digital assets created specifically for the client project become the property of the client upon full payment of all project fees. Infinite Atom retains the right to display the work in its portfolio unless the client requests otherwise in writing.

5.3 Third-Party Components

Website projects may incorporate third-party components including open-source libraries, stock assets, fonts, plugins, and frameworks. These components remain subject to their respective licenses. Infinite Atom will disclose significant third-party components used and any licensing requirements. Client is responsible for maintaining compliance with third-party licenses after project delivery.

5.4 Reusable Components

Infinite Atom retains ownership of generic, reusable code components, templates, and frameworks that are not custom-built for the specific client project. These may be used in other projects. Only custom work created specifically for the client's project transfers to the client upon full payment.

// 6. PAYMENT

6.1 Payment Schedule

Payment schedules are defined in the SOW. Standard structure is 50% deposit before work begins and 50% upon project completion before delivery of final files. Larger projects may have milestone-based payment schedules. Work does not commence until the initial deposit is received.

6.2 Late Payment

Invoices unpaid after 14 days may incur a late fee of 1.5% per month on the outstanding balance. Infinite Atom reserves the right to suspend work on any project with outstanding unpaid invoices.

6.3 Project Abandonment

If a client fails to respond to communications for 30 days or fails to provide required materials for 30 days despite reasonable attempts to contact them, the project may be treated as abandoned. In the event of project abandonment, all fees paid to date are non-refundable and Infinite Atom has no further obligation to complete the project.

// 7. DELIVERY & ACCEPTANCE

7.1 Delivery

Final deliverables are provided upon receipt of full payment. Delivery method is specified in the SOW (typically via SMB share, email, or direct deployment to client's hosting).

7.2 Acceptance

Client has 7 days after delivery to review and request corrections for items that do not conform to the agreed SOW. After 7 days without written objection, deliverables are deemed accepted. Post-acceptance changes are treated as new scope.

7.3 Hosting & Maintenance

Unless specifically included in the SOW, Infinite Atom does not provide hosting, ongoing maintenance, or support after project delivery. Client is responsible for hosting, updates, security, and ongoing maintenance of delivered websites and digital assets.

// 8. POST-DELIVERY RESPONSIBILITIES

After project delivery and acceptance, client is solely responsible for:

- Hosting, server maintenance, and platform updates
- Security updates and vulnerability patching
- Content updates and ongoing accuracy of information
- Renewal of domain registrations and hosting subscriptions

- Compliance with applicable laws including accessibility, privacy, and data protection
- Backup and recovery of website data

// 9. CONFIDENTIALITY

Both parties agree to keep confidential any proprietary business information shared during the project. Infinite Atom will not disclose client business information, credentials, or project details to third parties without client consent. This obligation survives project completion for 3 years.

// 10. LIMITATION OF LIABILITY

INFINITE ATOM'S TOTAL LIABILITY FOR ANY CLAIM ARISING FROM WEBSITE OR DIGITAL SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID FOR THE SPECIFIC PROJECT GIVING RISE TO THE CLAIM. INFINITE ATOM IS NOT LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, REPUTATIONAL HARM, DATA LOSS, OR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES. INFINITE ATOM IS NOT RESPONSIBLE FOR THIRD-PARTY PLATFORM CHANGES, HOSTING OUTAGES, OR OTHER EVENTS OUTSIDE ITS CONTROL THAT AFFECT DELIVERED WEBSITES AFTER PROJECT COMPLETION.

SIGNATURE PAGE

By signing below, both parties agree to be bound by all terms of this Agreement.

CLIENT

Signature

Printed Name

Company / Business Name

Date

INFINITE ATOM TECHNOLOGIES LLC

Signature

Adam Ross, Founder

Infinite Atom Technologies LLC

Date

