



Client Agreement

By accepting and agreeing to any quote provided by Ancilia, the Client expressly agrees that this Client Agreement is legally binding and that the terms of this Client Agreement shall dictate the professional relationship between the Client (hereafter as Client or “you”) and Ancilia. Some projects may require separate, superseding agreements from time to time as agreed on and signed by Ancilia and the Client. This Client Agreement may be updated from time to time and will be made readily available to all Clients.

This version of the Client Agreement is the current version and was last updated on February 2, 2025.

Quotes

1. Quotes provided by Ancilia are initial estimates for work performed and are subject to change and/or negotiation before agreement.
2. All quotes are valid for 60 days unless specified otherwise. Once agreed upon by both parties and work has begun, any additional major changes will require an additional estimate and fee.
3. By accepting any quote provided by Ancilia, you agree to pay the total balance due on or before the due date of any resulting invoices.
4. By accepting any quote provided by Ancilia, you acknowledge that you have had ample time to review this Client Agreement in full and accept all of its terms in full without exception.

Payment options

5. Ancilia accepts all major credit and debit cards via convenient links on its invoices.
6. Payment via check must be approved in advance. Failure to pre-approve payment by check may result in the payment not being accepted or delivered by the due date and will result in late fees and/or penalties.
7. Ancilia does not accept cash.
8. Ancilia reserves the right to require certified funds, such as cashiers check or money order, for any past due payments.

Recurring Payments

9. All Clients using the online billing platforms provided by Ancilia are subject to any and all applicable terms and conditions for such platforms as well.
10. Once an initial payment has been made on a recurring payment plan, you expressly give Ancilia permission and the right to automatically charge any subsequent balances via the last payment method on file.

Late Payments

11. A Client is considered in default on a payment if not paid on or before the due date.
12. Once you default on a payment, a late fee of \$35 or 10% of the balance (whichever is greater) will be applied to the total if not paid within a 48 hour grace period of the due date. You agree to pay any and all late fees assessed this way.
13. If the balance, including any late fees, is not paid in full within five (5) days of the default, Ancilia reserves the right to stop services relating to the past due balance. Services may not be restored until the past due balance is paid in full.
14. The Client (you) agrees that Ancilia is not responsible or liable for any resulting effect of the stopping of services. This includes but is not limited to the loss of potential business revenue, the loss of domain names, files, or other information, unfavorable negotiation outcomes, and/or any other harmful result.
15. After 90 days of default, Ancilia reserves the right to securely remove any and all files and information from our servers at the expense of the Client. Any information removed may be deleted and will not be recoverable even if balances are paid in full. Client agrees that Ancilia has no liability for any result of deletions performed because of 90+ day past due balances.
16. Client agrees that all costs associated with the removal of client-related information such as files from servers, or the restoration of any and all services, or the recovery of removed information is to be borne and paid in full by the Client (you) before the necessary work will be performed and services restored.

Ownership & Rights

17. Ancilia reserves the right to use any current or past Client's logo and branding on and in its website, marketing materials, and social media unless otherwise specified or requested to be exempted and removed by the client.
18. Ancilia reserves the right to place text, graphic, or animation branding on any Work Product to accept recognition for the work and indirectly advertise to potential clients unless otherwise specified or requested to be exempt by the client.
19. Work Product shall mean any deliverable resulting from the work performed by Ancilia. This includes but is not limited to websites, domains, images, documents, logos, fonts, recipes, stylings such as colors, and trademarkable items, and any and all copy for marketing or otherwise.

20. All Work Product is the property of Ancilia while you are a current client of Ancilia and/or there is any balance due to Ancilia. Ancilia exclusively retains all rights to all Work Product and the ability to enforce those rights by any means necessary up to and including legal action. This means that if you have a past due balance or do not have a written release of ownership from Ancilia, you may not use anything related to the work Ancilia has performed as Ancilia owns it and the copyrights. *This includes everything in paragraph 18.* Ancilia takes this very seriously and has a very successful history of enforcing its copyrights.
21. Ancilia reserves the right to place text, graphic, watermark, or animation branding on any Work Product to establish its ownership of said Work Product.
22. So long as you are a current client and have no past due balances with Ancilia, The Client (you) may use any and all Work Product as you see fit except to trademark any part of the Work Product. You are given a blanket license to use all of the Work Product which shall be replaced by a written release of ownership if needed.
23. Work Product may be released to you (the Client) in the event you wish to trademark any part of the Work Product so as to transfer rights to you. All Work Product will be released to you at the end of your relationship with Ancilia so long as there are no outstanding balances. Specific and general releases must be in writing and signed by Ancilia. There may be fees associated with the release of ownership.
24. Client agrees that any content, images, videos, graphics, copy, or other provided on behalf of or by the client are either royalty free or files they have explicit permission to use. Ancilia is not liable for and Client shall bear full extent any legal repercussions of stolen or copyrighted content provided by or on behalf of the client.
25. Client agrees to disclose any content, images, videos, graphics, copy, or other provided on behalf of or by the client that were created in any part by the use of generative AI. Failure to disclose the use of AI may result in Ancilia's immediate termination of its relationship. Further, Client (you) agree that you are responsible for any and all resulting disputes or legal repercussions from the use of any content in any circumstance resulting from your failure to disclose the use of AI.

Third Party Gateways

26. Ancilia is not a merchant services provider and does not provide any credit card processing, underwriting, rates, or contract information. We integrate all credit card processing using your provided third party gateways which are assumed to provide full encryption and security. We have no access to any information or user data and cannot provide any credit card transaction details or guarantees, and are not liable for downtime, fraudulent transactions, chargebacks, or any other actions related to e-commerce or transactions conducted on a site.

Development Exclusivity

27. For sites hosted and maintained by Ancilia, at no time is the Client permitted to allow any other service provider to perform work on the site without permission or approval from Ancilia. No liability will be accepted by Ancilia for unauthorized work performed and additional charges may be required to remediate such acts.

Externally Hosted Sites

28. Sites hosted externally from Ancilia servers are the sole responsibility of the Client. Ancilia makes no warranty or guarantees of any safety or security of any externally hosted site and is not responsible for any liability resulting from the externally hosted site.

Privacy and Communications

29. Ancilia may collect personal and business identifying information, such as names, phone numbers, email addresses, locations, and more. Ancilia also reserves the right to collect billing and credit card information for processing payments and all data is kept confidential and secure.

30. Ancilia does not sell, rent, or lease its customer lists to third parties. Any information collected, unless otherwise specified, is completely confidential. Ancilia will only disclose your personal and business information without notice if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Ancilia or the site; (b) protect and defend the rights or property of Ancilia; and, (c) act under exigent circumstances to protect the personal safety of clients of Ancilia, or the public.

31. Working with Ancilia or sending emails to Ancilia constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Ancilia website, satisfy any legal requirement that such communications be in writing.

Analytic Data

32. Ancilia reserves the right to collect analytical data on sites hosted by Ancilia only. Ancilia provides this information to you about your sites as a standard practice and/or upon request.

33. Ancilia reserves the right to share anonymous analytic data with other vendors, clients, or potential customers once any identifying information has been removed, unless otherwise specified.

Results

34. Ancilia cannot and does not guarantee website results, traffic, or rankings on any Work Product or services.

35. Ancilia cannot and does not guarantee sales results from any Work Product.

36. The Client agrees that satisfactory results of the Work Product are not a condition of payment and that you may not withhold payment due to unsatisfactory results from the Work product.

Cancellation and Refunds

37. Ancilia collects a 50% minimum non-refundable deposit to begin all work unless otherwise specified. Once the deposit has been paid, work will begin on the quote's specified timeframe.

38. Once a project reaches 50% of the original timeframe, the project may not be cancelled for a reduction of fees and Client agrees that all fees as quoted are due in full.

39. Should a charge be processed incorrectly, the client must request a refund within 14 days of the incorrect charge or the funds will be placed on their account as a credit. Ancilia does not offer refunds. Any and all service terminations must be received in writing, in which receipt of such termination will be confirmed and a final bill, along with any releases, will be drafted.

Proofs, Edits & Revisions

40. Ancilia includes a number of revisions or edits in each project as agreed upon beforehand. Should you continue to request changes there may be a delay in the finalization of your project and/or additional fees for work performed.

41. If you do not respond to a proof to provide approval or edits within 14 days, the proof is considered accepted. Additional edits may result in an additional cost or use of an applicable maintenance package

42. If you do not submit revisions or edits within 14 days of delivery of any Work Product, the project is considered accepted. Additional edits may result in an additional cost or use of an applicable maintenance package.

Resellers

43. Ancilia does not permit the re-selling of its services or Work Product without an agreed upon resale price and release of all End User information to Ancilia.