

CMB WEBSITE DESIGN LLC

Terms of Service

Last Updated: 04/10/26

Service Model Summary

CMB Website Design LLC provides custom website design, website development, software and tool development, managed hosting, and related digital services. Pricing is determined on a custom basis according to the scope and requirements of each engagement. For recurring service arrangements, monthly subscriptions generally begin on the date the website goes live and recur on the same day of each following month. Our recommended service model is managed hosting within our system, although an approved and fully paid buyout may be available in certain cases under a separate written agreement.

These Terms of Service ("Terms") govern the provision of website design, website development, software and tool development, managed hosting, maintenance, support, and related digital services by CMB Website Design LLC ("Company," "we," "us," or "our") to the client ("Client," "you," or "your"). By requesting, purchasing, approving, accessing, or using any of our services, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

1. Scope of Services

CMB Website Design LLC provides fully custom website design, custom website development, custom software and tool development, managed website hosting, website support, and related digital services. Because each engagement is tailored to the needs of the particular client, the exact scope of work may differ from project to project.

Statements made on our website, in advertisements, in direct messages, in calls, in proposals, or on social media are intended to describe our general offerings only. They do not create a binding obligation for us to provide any specific feature, functionality, timeline, deliverable, revision level, software integration, or support item unless that item is expressly included in a written quote, invoice, proposal, service agreement, payment link description, or other written approval issued by us.

We reserve the right to determine the methods, tools, systems, workflow, design approach, coding structure, hosting environment, and operational process used to perform the services unless we expressly agree otherwise in writing.

2. Quotes, Project Scope, and Custom Pricing

All pricing is custom and may vary depending on a wide range of factors, including project size, design complexity, industry, compliance needs, requested features, number of pages, software integrations, content demands, urgency, ongoing support and maintenance requirements, and the overall value and complexity of the engagement.

Pricing for a particular engagement may be communicated through a quote, invoice, payment link, direct written message, proposal, or separate service agreement. The pricing communicated for a specific client and project applies only to that engagement and does not establish a standard rate or obligate us to offer the same pricing for any other client, project, or future work.

We may structure pricing in different ways, including but not limited to one-time build fees, recurring hosting or managed service fees, promotional arrangements, premium managed service arrangements, reduced-upfront-price models tied to recurring service, or separate pricing for approved buyouts and transfer rights.

No verbal estimate, informal discussion, or preliminary conversation is binding unless we confirm it in writing.

3. Billing, Payment, and Monthly Subscription Timing

Recurring services, including hosting and any other monthly managed services, are billed on a subscription basis. Unless otherwise stated in writing, the subscription start date is the date on which we determine that the website has gone live.

The Client will be billed on the website go-live date, and the next recurring charge will generally occur on the same numerical day of the following month. Thereafter, recurring monthly billing will continue on that same day each month for as long as the recurring service remains active. For example, if a website goes live on the 14th, the initial monthly billing date will be the 14th, and the following recurring charge will generally occur on the 14th of the next month and each month after that.

If the payment processor, billing platform, or calendar structure does not permit the exact same numerical date in a given month, we may use the closest comparable recurring billing date reasonably available through the billing system.

All invoices and subscription charges are due as billed. The Client is responsible for maintaining a valid payment method, accurate billing information, and sufficient funds for all scheduled charges. Declined charges, expired cards, bank errors, processor issues, or billing failures do not excuse nonpayment. We may pause work, withhold delivery, suspend service, or terminate service until all outstanding amounts are paid in full.

4. Hosting Model and Service Structure

CMB Website Design LLC primarily operates under a managed hosting model. Under this model, websites are hosted, maintained, and operated within our managed system so that we can better control the live environment, hosting structure, deployment process, updates, security posture, uptime, and overall operational continuity of the website. This managed hosting structure is strongly recommended because it allows us to provide the highest level of consistency, oversight, and service.

In addition to the managed hosting model, we may offer a separate website buyout option in certain cases. Any buyout must be expressly approved by us in writing and is not included in standard pricing by default.

If an approved buyout is completed and paid in full, the Client will generally receive the website source files and related transferable deliverables in a compressed file format such as a .zip file, unless the separate buyout agreement specifies a different transfer method. After transfer, the Client becomes responsible for hosting, maintenance, security, updates, backups, ongoing management, and compatibility within the Client's chosen environment, and CMB Website Design LLC will have no continuing responsibility for performance, uptime, compatibility, or support unless separately agreed in writing.

Unless and until a buyout agreement is executed and paid in full, the website remains within our managed system. If the Client cancels hosting, fails to pay hosting charges, disputes payment, causes subscription failure, or otherwise causes recurring service to end, we may suspend the website, disable access, or remove the website from live service.

We are not obligated to migrate, reconfigure, adapt, export, or guarantee compatibility with any third-party hosting environment unless we separately agree to do so in writing. We also do not guarantee that a website built for our managed environment will function correctly if copied, moved, replicated, or deployed elsewhere without our direct involvement.

5. Website Buyouts and Transfer Rights

In select cases, and solely at our discretion, we may choose to offer a full or partial buyout of a website or software asset. Any buyout is separate from standard service pricing and must be approved by us in writing. A buyout is not included by default, is not implied by payment for ordinary services, and is not guaranteed merely because a Client requests one.

If we approve a buyout, the price, timing, scope of transfer, assets included, rights transferred, exclusions, and any post-transfer limitations must be set forth in a separate written agreement. Until such an agreement is fully executed and all required payments are received in full, no ownership transfer, code transfer, source file release, or deployment transfer occurs.

Unless the separate buyout agreement expressly states otherwise, support after transfer, migration work, environmental setup, troubleshooting within a third-party system, and post-transfer revisions are not included in the buyout price and may be billed separately.

6. Ownership and Intellectual Property

Unless and until a separate written buyout agreement has been executed and paid in full, CMB Website Design LLC retains all right, title, and interest in and to the website, software, code, layouts, design structure, development work, custom tools, deployment configurations, visual presentation, and all other materials created by us, to the fullest extent permitted by law.

Under the standard service model, the Client receives a limited, revocable, non-exclusive, non-transferable right to use the live deliverable while the applicable services remain active and in good standing. This right of use does not constitute a sale of the underlying code or a transfer of ownership in the work itself.

Source files, development files, editable design files, repositories, raw code packages, exported builds, server files, environment configurations, and transfer rights are not included in standard services unless specifically stated in a separate written agreement.

If a buyout is approved and completed, ownership transfers only to the extent expressly stated in the separate written buyout agreement. Unless otherwise stated in that agreement, CMB Website Design LLC has no obligation to provide continuing support, maintenance, hosting, or compatibility assistance after transfer.

7. Domain Names, Third-Party Accounts, External Costs, Optional SSL, and Security Services

The Client is responsible for any external costs not expressly included in our written pricing. This may include, without limitation, domain registration, premium third-party software, plugins, paid APIs, business email platforms, premium scheduling tools, payment processing fees charged by third parties, optional SSL certificates, enhanced security services, or any other outside service required by the project.

If the Client registers and owns the domain name through a third-party registrar, the Client remains responsible for maintaining that registration and renewing it on time. If a domain, account, API, or outside service expires, fails, is suspended, or is altered by the third-party provider, we are not responsible for resulting downtime, loss, or interruption.

Where necessary to perform the work, we may request access to third-party accounts, but the Client remains responsible for the legality, ownership, maintenance, and continued standing of those accounts.

We may implement reasonable hosting and operational practices intended to support uptime, stability, and baseline security within our managed environment. However, no website, server, service, or integration can be guaranteed to be completely secure or uninterrupted at all times. Optional SSL and enhanced security services may be offered separately where available, but unless specifically included in writing, they are not presumed to be part of every service arrangement.

8. Client Content, Approvals, and Responsibilities

The Client agrees to provide all reasonably requested materials necessary for us to complete the work or maintain the service, including content, logos, images, written copy, disclosures, approvals, account access, contact information, and other project materials.

The Client is solely responsible for the accuracy, legality, ownership, and authorization of all content, statements, claims, images, trademarks, data, and materials supplied to us or approved by the Client for publication. We are not obligated to independently verify whether the Client has the legal right to use the materials supplied or approved.

Delays caused by missing content, late approvals, incomplete responses, inaccurate information, or lack of cooperation may result in schedule changes, additional charges, delayed launch, or project closure at our discretion.

9. Revisions, Additional Work, and Out-of-Scope Requests

Any revisions included in a project are limited to what we expressly choose to include or what is specifically identified in writing. Requests that require additional design rounds, new pages, additional features, reworking previously approved materials, expanded content integration, new software logic, or other substantial changes may be treated as new or additional billable work.

We reserve the right to determine whether a request constitutes a minor revision, ordinary support, premium support, maintenance work, or an out-of-scope request. Additional work may be quoted separately, billed at a separate rate, incorporated into a revised recurring plan, or declined altogether.

Nothing in these Terms shall be interpreted as granting unlimited revisions, unlimited post-launch changes, or unlimited support unless such arrangement is expressly confirmed by us in writing.

10. Launch, Go-Live Determination, and Service Activation

A website or software deliverable is considered live when we publish it, connect it, deploy it, or otherwise make it operational for public or intended business use in a production environment designated by us. This may include the final domain, a live subdomain, a redirected environment, or another production location used for launch.

We reserve the right to determine when a project is technically ready for launch, subject to any final agreed requirements. Minor adjustments, cosmetic preferences, or non-material requests do not necessarily prevent a project from being considered live for billing and activation purposes.

Once a website or service is live, recurring billing may begin or continue as described in these Terms and in the applicable project arrangement.

11. Non-Payment, Failed Charges, Suspension, and Reinstatement

If the Client fails to pay any invoice, subscription charge, reinstatement fee, or other amount due, or if a payment is reversed, disputed, charged back, or otherwise invalidated, we may immediately suspend work, restrict access, take the website offline, remove the website from public view, refuse additional work, terminate service, or take any combination of those actions without further obligation.

We may also require payment of any outstanding balance, reimbursement of chargeback fees or processor fees, and payment of reasonable administrative or reinstatement fees before any service is restored.

We are not liable for any business interruption, lost leads, lost sales, loss of data, reputational harm, missed opportunities, or other damages arising from suspension, takedown, service restriction, or termination resulting from the Client's failure to remain in good standing.

12. Acceptable Use and Prohibited Conduct

The Client may not use our services, hosting environment, websites, software, systems, or infrastructure for any unlawful, deceptive, defamatory, abusive, infringing, fraudulent, harmful, malicious, or otherwise objectionable purpose.

This includes, without limitation, use involving spam, phishing, malware, unauthorized data collection, deceptive commercial practices, illegal content, intellectual property infringement, harassment, impersonation, or any activity that may expose us, our providers, or our systems to legal, technical, reputational, or security risk.

We reserve the right, in our sole discretion, to refuse service, suspend services, remove content, disable access, or terminate the relationship if we believe any use is improper, risky, unlawful, or inconsistent with our standards.

13. Third-Party Services and Integrations

Websites and digital services may include or depend upon third-party services such as domain registrars, analytics platforms, payment processors, form services, APIs, fonts, map services, scheduling systems, communication tools, software plugins, or other external providers. We do not own or control those providers and do not guarantee their availability, future pricing, compatibility, reliability, or policies.

If a third-party service changes pricing, changes features, becomes unavailable, alters its terms, discontinues support, or causes compatibility issues, we are not responsible for that provider's conduct or any resulting disruption. We may offer a paid workaround, replacement, or redevelopment path if appropriate, but we are not obligated to provide free redevelopment or free replacement work because of third-party changes.

14. No Guarantee of Business Results

We aim to build professional, effective, and high-quality digital assets, but we do not guarantee any specific business outcome, revenue increase, lead volume, search ranking, traffic level, conversion rate, legal compliance result, market advantage, or customer response.

Any statements regarding branding improvement, professionalism, growth, performance, search visibility, lead generation, or business impact are descriptive in nature and do not constitute a warranty, representation, or guaranteed result.

15. Disclaimer of Warranties

To the fullest extent permitted by law, all services are provided on an "as is," "as available," and "with all faults" basis. We disclaim all warranties, whether express, implied, statutory, or otherwise, including without limitation implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, uninterrupted availability, compatibility, or error-free operation.

We do not warrant that the website, hosting environment, or any software deliverable will always be uninterrupted, secure, bug-free, immune from cyber threats, or compatible with every browser, device, operating system, integration, or future software environment.

16. Limitation of Liability

To the fullest extent permitted by law, CMB Website Design LLC shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of revenue, profit, business, goodwill, leads, opportunities, anticipated savings, or data arising out of or relating to the services, website, software, hosting, delays, downtime, interruptions, third-party services, or these Terms.

To the fullest extent permitted by law, our total aggregate liability for any claim arising out of or relating to the services shall not exceed the amount actually paid by the Client to us for the specific services directly giving rise to the claim during the three (3) months immediately preceding the event giving rise to the claim, unless a different limitation is required by applicable law.

17. Indemnification

The Client agrees to defend, indemnify, and hold harmless CMB Website Design LLC and its owners, managers, affiliates, contractors, and representatives from and against any and all claims, liabilities, damages, losses, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or related to Client-provided content, Client instructions, Client misuse of the services, Client breach of these Terms, Client violation of law, or Client violation of any third-party right.

18. Cancellation and Termination

If services are provided on a month-to-month basis, the Client may cancel at any time, and such cancellation will apply only to future renewal periods. The service will remain active through the end of the current paid billing period, and the cancellation will take effect at the end of that billing period.

No refunds, partial refunds, prorated refunds, or credits will be issued for any remaining portion of a billing period once payment has been made.

If services are provided under a fixed-term agreement, minimum service period, or other stated commitment term, the Client may not cancel before the end of that agreed term unless we expressly agree otherwise in writing. Any approved early termination does not waive amounts already due or any amounts required under the applicable agreement.

Upon cancellation, expiration, or termination of services, we may disable, remove, archive, or take offline any website, software deployment, hosting environment, or connected services maintained within our system unless a separate transfer, continued service arrangement, or buyout arrangement has been approved in writing.

We reserve the right to refuse future service to any Client at our discretion.

19. Governing Law and Venue

These Terms shall be governed by and construed under the laws of the State of Oklahoma, without regard to conflict of law principles. Unless applicable law requires otherwise, any dispute arising out of or relating to these Terms or the services shall be brought in the county of Oklahoma County, Oklahoma, and the parties consent to that venue and jurisdiction.

20. Modifications to These Terms

We may revise, update, or replace these Terms from time to time. The most current version may be maintained by us in digital or printed form. Continued use of our services after updated Terms are provided or made available constitutes acceptance of the revised Terms to the extent permitted by law.

21. Contact Information

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