AGENCY SERVICES AGREEMENT

Web Design & Development Terms and Conditions

Last Revised: **2026-09-11** v3.0-WDT

0.0 Preamble & Scope of Agency Services

IN PLAIN ENGLISH

This Master Agreement sets the standard terms for all creative, branding, UI/UX design, custom web engineering, e-commerce, application development, and ongoing website care services provided by Sheernox Technology Group. Specific deliverables, technologies, timelines, and budgets are defined in your project Statement of Work (SOW).

This Creative & Web Development Services Agreement is entered into by and between **Sheernox Technology Group** ("Sheernox", "Agency", "We", "Us", or "Our"), a registered sole proprietorship based at 1-1885 Grasslands Blvd, Kamloops, BC, V2B 0B8, Canada, and the commissioning client, business, or individual ("Customer", "Client", or "You") identified in an accompanying Statement of Work, estimate, project proposal, or service invoice.

0.1 **Scope of Agency Services:** Sheernox provides comprehensive digital agency and engineering solutions, including but not limited to:

a. **Website Design & Development:** Bespoke corporate websites, marketing landing pages, headless/decoupled architectures, static sites, and Content Management Systems (CMS).
b. **Web Applications & Custom Portals:** Single-page applications (SPAs), secure client portals, dashboards, custom databases, and API integrations.
c. **E-Commerce Solutions:** Online storefront design, catalog setup, inventory workflows, and PCI-compliant third-party checkout integrations.
d. **Branding & UI/UX Architecture:** Brand identity guidelines, logo design, design systems, wireframes, interactive user flows, and high-fidelity clickable prototypes.
e. **Website Care & Support Retainers:** Proactive security patching, core/plugin dependency management, cloud backups, and ongoing technical maintenance.

0.2 **Contracting Capacity & Order Formation:** Services are performed only for individuals and commercial entities who are eighteen (18) years of age or older. An "order" or "engagement" constitutes a legally binding contract formed upon receipt of written or electronic instructions, including signed Statements of Work (SOW), email confirmations, deposit payments, or electronic authorization via the Sheernox Client Portal (`my.sheernox.com`).

0.3 **SOW Hierarchy:** Where project deliverables, schedules, milestone payments, or technical stacks are specified in an approved Statement of Work, such specifications shall control in the event of any direct conflict with the general terms herein. Infrastructure hosting, domain registrations, and DNS management remain co-governed by the Master Terms and Conditions and Acceptable Use Policy.

1.0 Project Lifecycle & Staging Review

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Projects follow a structured, collaborative lifecycle: Discovery → Design & Prototyping → Development → Staging QA → Production Launch. You review working builds on a secure staging server before public release.

Upon execution of a Statement of Work and receipt of the required initiation deposit, Sheernox schedules and executes the project through the following progressive lifecycle:

1.1 **Discovery & Technical Architecture:** Sheernox collaborates with Client to define project goals, user journeys, functional specifications, content requirements, and technical architecture documented in the project brief or SOW.

1.2 **UI/UX Concepts & Prototyping:** Sheernox produces interactive wireframes, component design systems, or visual design concepts for Client review and aesthetic alignment.

1.3 **Engineering & Integration:** Following design milestone sign-off, Sheernox builds the frontend interfaces, server-side logic, database schemas, third-party API connectors, and content structures.

1.4 **Staging Review & Quality Assurance:** Prior to public deployment, deliverables are assembled and tested on a secure, authenticated Sheernox staging subdomain for cross-device validation, performance auditing, and Client functional inspection.

1.5 **Final Delivery & Public Deployment:** Following final milestone acceptance and settlement of project invoices, Sheernox coordinates DNS cutover, SSL certificate provisioning, and production deployment.

2.0 Technology Stacks & Architecture Flexibility

> **IN PLAIN ENGLISH**
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> Sheernox does not force you into a single platform or proprietary CMS. We engineer solutions across modern CMSs, headless frameworks, static site generators, e-commerce engines, or custom web apps based on what best suits your project requirements.

2.1 **Technology Agnostic Architecture:** Sheernox develops across a broad spectrum of modern software stacks. The specific technology stack is chosen collaboratively and detailed in the project SOW, which may include:

a. **Content Management Systems:** Traditional, decoupled, or headless CMS platforms (e.g. WordPress, Shopify, Webflow, Craft CMS, Strapi, Sanity, or Ghost).
b. **Modern Jamstack & Static Frameworks:** Pre-rendered, high-performance static architectures (e.g. Astro, Next.js, Nuxt, SvelteKit, Hugo, or clean semantic HTML5/CSS/JavaScript).
c. **Custom Web Applications:** Bespoke single-page applications, custom relational database architectures (PostgreSQL, MySQL), RESTful/GraphQL APIs, and serverless edge functions.
d. **E-Commerce Platforms:** Tailored shopping carts, automated checkout funnels, catalog filtering, and multi-currency payment processing.

2.2 **Administrative Access & Handover:** Where an administrative CMS, headless dashboard, or self-service backend is scoped in the SOW, Sheernox configures administrative credentials, security roles, and delivers orientation documentation or training as specified.

2.3 **Out-of-Scope Hourly Services:** Any feature request, third-party plugin integration, bespoke database migration, or consulting service not itemized in the approved SOW or estimate shall be deemed out of scope and billed on a time-and-materials basis at Sheernox's prevailing professional hourly rates.

3.0 Technical Specifications & Developer Discretion

> **IN PLAIN ENGLISH**
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> While project goals, branding, and functional requirements are decided collaboratively with you, Sheernox maintains technical discretion over coding practices, framework patterns, and database structures to ensure code quality, speed, and security.

3.1 **Professional Engineering Standards:** Sheernox agrees to build deliverables following industry-recognized web engineering standards, semantic markup conventions, responsive UI principles, accessibility fundamentals, and modern security hardening guidelines.

3.2 **Technical Discretion:** All decisions regarding specific coding techniques, programming languages, build pipelines, dependency libraries, component structures, database schemas, relational mapping, font subsetting, and responsive implementation logic remain the **professional prerogative of Sheernox Technology Group** in fulfilling the agreed functional requirements of the SOW.

4.0 Client Collaboration, Revisions & Sign-off

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Design milestones include up to two consolidated rounds of minor revisions. You have 10 business days to provide feedback or approvals; silence beyond 10 days counts as milestone acceptance so schedules stay on track. Dormant projects (30+ days inactive) may incur a reactivation fee.

4.1 **Consolidated Revision Rounds:** Unless otherwise specified in the SOW, each design and layout milestone includes up to two (2) consolidated rounds of feedback and minor revisions to typography, color balance, visual assets, and content placement.

4.2 **10-Day Deemed Acceptance:** Client agrees to review deliverables and provide written feedback or formal milestone approval within ten (10) business days of milestone presentation. Failure to communicate feedback within ten (10) business days constitutes constructive acceptance of that deliverable milestone.

4.3 **Scope Expansion & Change Orders:** Requests for major structural changes, architectural redesigns, or feature additions exceeding the approved SOW will be scoped under a written Change Order reflecting revised costs and delivery schedules.

4.4 **Project Dormancy & Reactivation:** If a project is stalled or delayed due to Client inaction, missing assets, or lack of feedback for more than thirty (30) consecutive calendar days, Sheernox may pause the project, invoice for all hours and milestones completed to date, and require a project reactivation fee to re-allocate engineering resources.

5.0 Hosting, External Deployments & File Fee

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Projects are optimized to run on Sheernox cloud servers. If you choose to host on third-party cloud environments or request an export archive package, a $250 CAD deployment packaging fee covers engineering labor, and third-party hosting server warranties are disclaimed.

5.1 **Managed Sheernox Cloud Infrastructure:** Turn-key deployment on Sheernox cloud servers provides integrated performance optimization, automated snapshot backups, SSL management, Anycast CDN edge routing, and 24/7 server monitoring.

5.2 **External Cloud Hosting & $250 CAD Packaging Fee:** Client may elect to deploy their completed website to a third-party server, cloud platform (e.g. AWS, Cloudflare, Vercel, Netlify, or client-owned infrastructure), or request an offline archive package. External deployment, database migration, and archival bundling automatically incur a **$250.00 CAD deployment & file packaging fee**.

Clarification: This fee compensates the DevOps engineering labor required to sanitize configuration secrets, export databases, package assets, and verify dependency compatibility for external third-party environments.

5.3 **Third-Party Server Warranty Disclaimer:** Deploying to external servers relieves Sheernox from all liability concerning server downtime, third-party infrastructure faults, operating system incompatibilities, or data loss. Sheernox is not responsible for troubleshooting external third-party server environments unless retained under a separate Server Management agreement.

6.0 30-Day Post-Launch Warranty

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We stand behind our work. For 30 days after launch, Sheernox will fix any functional bugs or defects that deviate from the approved project scope at no extra charge.

6.1 **Thirty-Day Bug Resolution Window:** Sheernox warrants that for thirty (30) calendar days following public production deployment or project handoff, Sheernox will investigate and repair reproducible functional bugs, broken styling, or code defects that fail to conform to the agreed SOW specifications at no additional cost to Client.

6.2 **Warranty Exclusions:** This warranty does not apply to: (a) issues arising from Client or third-party modifications to source code, databases, or CMS settings; (b) disruptions caused by third-party APIs, plugins, or software updates released after launch; (c) server environment changes on non-Sheernox hosting; or (d) browser deprecations occurring after delivery.

7.0 Website Care & Ongoing Maintenance

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Ongoing maintenance is not included in initial design packages by default. Once the 30-day warranty ends, clients not enrolled in a Website Care plan are responsible for software updates and security patches. Ongoing support can be added via a monthly maintenance retainer.

7.1 **Separate Care Plans:** Website Care packages (including regular core updates, security patches, plugin compatibility testing, automated off-site backups, and uptime monitoring) are offered separately under recurring monthly or annual retainers and are not bundled into base design and development contracts.

7.2 **Client Upkeep on Unmanaged Sites:** Client acknowledges that if they are not subscribed to an active Website Care plan, Client assumes full responsibility for all software maintenance, security updates, and performance monitoring once the 30-day warranty concludes. Subsequent maintenance, bug fixes, or feature updates will be charged on a per-incident or hourly basis.

8.0 Client Materials, Third-Party Assets & APIs

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You must own or have rights to all text, logos, and photos you provide to us. You are responsible for commercial font licenses, third-party software subscriptions, and API costs (e.g. Stripe, Google Maps).

8.1 **Client Materials & Warranty:** Client warrants that all copy, photographs, trademarks, brand assets, and media provided to Sheernox are owned by Client or properly licensed. Client agrees to defend, indemnify, and hold harmless Sheernox from any third-party intellectual property or copyright claims arising from client-furnished content.

8.2 **Commercial Fonts, Plugins & API Integrations:** Commercial stock assets, web font licenses, proprietary plugins, and third-party SaaS services (e.g. Stripe, PayPal, Google Maps, SendGrid, Shopify, Algolia) required for project functionality are licensed to Client. Client remains responsible for ongoing software license renewals, SaaS subscription fees, and API usage charges. Sheernox is not liable for changes or outages in third-party API services.

9.0 Intellectual Property, Copyright & Code Theft

IN PLAIN ENGLISH

Once all project invoices are paid in full, full copyright in your custom website design and bespoke code is automatically transferred to you. Taking, scraping, or deploying files before full payment is treated as criminal theft under Canadian law. Sheernox retains the right to showcase the work in our portfolio.

9.1 **IP Retention Until Full Payment:** All bespoke visual layouts, custom code, graphics, and project deliverables remain the exclusive intellectual property of Sheernox Technology Group until all project invoices are settled in full.

9.2 **Automatic Transfer Upon Settlement:** Upon full and final settlement of all project invoices, Sheernox automatically transfers to Customer all right, title, and copyright in the bespoke visual design, layout styling, graphics, and custom source code written specifically for Customer under the SOW.

9.3 **Pre-Existing Agency Tools & Open Source:** Sheernox retains ownership of its pre-existing codebases, developer boilerplates, internal scripts, and reusable framework components ("Agency Tools"). Sheernox grants Customer a perpetual, worldwide, non-exclusive, royalty-free license to use such Agency Tools solely as incorporated into the delivered project. Third-party open-source libraries (MIT, Apache, GPL) remain subject to their respective open-source licenses.

9.4 **Criminal Code of Canada Protection:** Any unauthorized extraction, scraping, deployment, or theft of project deliverables or staging assets prior to full payment constitutes criminal theft corresponding to **Sections 322 through 380 of the *Criminal Code of Canada*** (R.S.C., 1985, c. C-46) and will be prosecuted under criminal and civil law.

9.5 **Portfolio & Case Study Rights:** Sheernox reserves the professional right to showcase completed project designs, screenshots, case studies, and live links in its design portfolio, marketing presentations, and agency promotional channels.

10.0 Payment Terms, Deposits & Delinquency

> **IN PLAIN ENGLISH**
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> A 50% non-refundable deposit is required to start work. Invoices are net 30 days, with 1.8% monthly late interest. Unpaid accounts may have staging or site access suspended, and delinquent balances will be pursued through the Small Claims Court of BC with full legal costs.

10.1 **50% Non-Refundable Deposit:** Unless an alternative milestone payment schedule is stipulated in the SOW, Customer shall pay an initiation deposit equal to fifty percent (50%) of the total project estimate prior to work commencement. The initiation deposit is non-refundable.

10.2 **Milestone Settlements:** Subsequent milestone payments are due upon completion of designated project phases, with final balances payable prior to public production release or code repository handoff.

10.3 **Net 30 Terms & 1.8% Monthly Late Interest:** Invoices are payable net thirty (30) days from issuance. Overdue balances accrue late interest at **1.8% per month (23.87% per annum compounded monthly)** for each month or fraction thereof that payment remains outstanding.

10.4 **Suspension Remedies:** In the event of non-payment or uncommunicated payment delays, Sheernox may pause active work, disable staging or live website access, and remove project web pages from public view until accounts are brought current.

10.5 **Small Claims Court Enforcement:** Sheernox reserves the right to pursue unpaid accounts through the **Small Claims Court of British Columbia** or the Supreme Court of British Columbia. Customer agrees to pay all collection agency expenses, court filing fees, and legal fees incurred by Sheernox on a full **solicitor-and-own-client indemnity basis**.

11.0 Refund Policy & Dispute Administrative Fees

11.1 **Non-Refundable Payments:** All payments made to Sheernox Technology Group are strictly non-refundable once work has commenced. All overcharges or billing discrepancies must be reported in writing within twenty-one (21) days of transaction date.

11.2 **Frivolous Chargeback Fee ($250 – $500 CAD):** If Customer initiates an unjustified credit card chargeback for valid services performed under this Agreement or an approved SOW, Customer agrees to pay an **Administrative Fee of not less than $250.00 CAD and not more than $500.00 CAD** to cover investigation and merchant dispute administrative costs.

12.0 Cross-Browser & Device Standards

12.1 **Modern Evergreen Browsers:** Deliverables are engineered to render reliably across current evergreen desktop and mobile browsers (Google Chrome, Apple Safari, Mozilla Firefox, Microsoft Edge) and modern iOS/Android viewport sizes.

12.2 **Legacy Engines Disclaimed:** Sheernox expressly disclaims compatibility with obsolete, discontinued, or non-standard browsers, including Microsoft Internet Explorer, legacy Trident/Presto engines, or unpatched legacy mobile operating systems.

13.0 Limitation of Liability, Indemnity & Survival

13.1 Third-Party End-User Disputes: Sheernox is not a party to and disclaims liability for disputes between Customer (the website owner) and Customer's end-users, clients, or subscribers.

13.2 Consequential Damages & Business Interruption: Sheernox shall not be liable for any indirect, incidental, special, or consequential damages, including loss of business revenue, search engine ranking shifts, downtime losses, or missed business opportunities.

13.3 Security Vulnerabilities & Attack Disclaimers: Sheernox builds systems adhering to professional security standards; however, Sheernox is not liable for damages caused by compromised Customer credentials, zero-day software vulnerabilities, unauthorized hacking, malware injection on client hardware, or distributed denial of service (DDoS) attacks.

13.4 Content, Editorial & Typographical Disclaimers: Sheernox is not liable for typographical errors, spelling mistakes, literary phrasing, or grammatical inaccuracies in content provided or approved by Customer, nor for damages resulting from client-supplied visual media.

13.5 Total Liability Cap: Sheernox's total aggregate liability for any and all claims arising out of or related to an engagement shall not exceed the total fees actually received by Sheernox from Customer under the specific Statement of Work giving rise to the claim.

13.6 Survival: This document in its entirety, including all limitation of liability, indemnity, intellectual property, and payment enforcement provisions, shall survive the completion, expiration, or termination of this Agreement.

14.0 Governing Law & British Columbia Venue

> **IN PLAIN ENGLISH**
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> This agreement is governed exclusively by the laws of British Columbia and Canada. Any legal proceedings must take place in the courts of Kamloops, BC. Initiating an order or payment constitutes binding acceptance.

14.1 British Columbia Governing Law & Venue: This Agreement and any Statement of Work shall be governed by and construed pursuant to the laws of the **Province of British Columbia** and the federal laws of **Canada** applicable therein. Any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of British Columbia sitting in the **City of Kamloops, British Columbia, Canada**.

14.2 Electronic Execution & Implied Authority: Agreement to these terms is legally formed pursuant to the British Columbia *Electronic Transactions Act* (SBC 2001, c. 10). Customer's legal execution is implied upon written approval of an SOW, digital confirmation, or initiation of payment to Sheernox Technology Group.

14.3 Taxes & Currency: All prices are stated in Canadian Dollars (CAD) unless explicitly designated otherwise in a formal SOW. Applicable Goods and Services Tax (GST) and British Columbia Provincial Sales Tax (PST) will be assessed in accordance with statutory regulations.

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