

Master Terms of Service

Version 2026-10-07 | Effective for new Orders accepted on or after October 7, 2026

Monthly subscription billed at signup and renewed automatically. Cancel before the next renewal; service ends with the paid period. No setup fee or minimum commitment. Free domain and website-file handoffs on timely request. No installation elsewhere. Read all Terms before accepting.

1. Agreement and online acceptance

These Terms govern website design, hosting, and related services provided by Nash Creative Digital LLC ("NashCD," "we," or "us") to the individual, business, or association identified in the checkout or service confirmation ("Client" or "you"). A person accepting for an entity represents that they are authorized to bind that entity and must identify its legal name. A business name alone does not create a separate legal entity.

You accept these Terms by affirmatively agreeing to them at checkout or signing a service confirmation. Payment alone, without affirmative acceptance, is not the acceptance method specified by this agreement. Your selected plan, approved additions, price, billing period, and start date are recorded in the checkout, receipt, or written service confirmation (collectively, the "Order"). No separate handwritten signature is required for online acceptance.

These Terms and the Order form the agreement. An Order overrides these Terms only where it expressly identifies and modifies a particular provision and both parties approve that modification. Business days are Monday through Friday, excluding United States federal holidays.

2. Plans and included services

One-Page Website: \$7 per month, including a single-page website, hosting, mobile-friendly design, included minor content updates, ordinary support by email, and domain registration or management as described in Section 7.

Multi-Page Website: \$15 per month, including up to three pages and the One-Page features. Additional pages under this plan are \$5 per month each, when selected and approved in the Order.

Community Portal: \$39 per month, including up to ten pages as needed, hosting, mobile-friendly design, included minor content updates, domain registration or management, a document library, password-protected read/download access, and a separate manager login for document uploads. Page count means website pages, not individual uploaded documents. Additional pages or functionality beyond this plan require an approved quote.

The portal provides the functions specified in the Order. Unless expressly added, it does not include individual resident accounts, electronic voting, payment collection, accounting, or legal compliance monitoring. Social media management is excluded from this agreement.

3. Website creation, launch, and updates

No setup fee or minimum subscription commitment applies. Monthly billing begins at signup, before launch. NashCD normally targets initial launch within three business days after receiving complete, usable Client materials, required account access, and necessary Client approvals. This is the usual target, not an unconditional deadline. Client delays, changes in scope, and external service or domain delays may extend it; NashCD will communicate material delays.

Client will review the proposed website and identify corrections or approve publication by email or another recorded written method. NashCD will not treat Client silence as approval. Client remains responsible for the

factual accuracy and publication suitability of Client materials.

Minor content updates are included, such as replacing supplied text or images, changing contact information, and uploading supplied documents. Typical turnaround is within three business days after receipt of complete instructions and materials. NashCD reasonably determines whether the volume or complexity of a request exceeds included minor updates. Redesigns, new functionality, additional pages outside the plan, and unusually large batches may require separate billing. NashCD will provide a written quote and obtain Client approval before beginning chargeable additional work. No surprise additional-work charge applies.

4. Billing, renewal, and refunds

Fees are in United States dollars and billed monthly in advance through Stripe, starting when Client signs up and pays. The amount and renewal date are displayed at checkout or in the Order. The subscription automatically renews for successive monthly billing periods until canceled. Client authorizes the initial charge and recurring monthly charges to the selected payment method. Any legally required taxes or separately approved charges will be disclosed before charging.

Client may cancel before the next renewal through the Stripe customer portal where available or by emailing darren@nashcd.com. Cancellation is effective at the end of the current paid billing period; no 30-day advance notice is required. No further renewal charge will be made after timely cancellation. NashCD will confirm cancellation and the service end date. Client may also cancel by any method required by applicable law.

Voluntary cancellation does not result in a prorated refund of the current paid period, except as required by law. If NashCD cannot deliver the agreed initial website, NashCD will cancel the subscription and provide a full refund of all payments collected for that undelivered website subscription, including any approved initial-work charges. A missed estimated launch target alone does not establish inability to deliver. Client retains any remedies required by law. This initial-delivery refund overrides the ordinary nonrefund provision.

Client must keep billing and contact information current. If a payment is more than five days overdue, NashCD may suspend services after written notice and at least three business days to cure. If payment remains more than 30 days overdue, NashCD may terminate after written notice. Suspension may make the website unavailable. Outstanding invoices do not transfer ownership of Client domains, content, or records to NashCD.

5. Hosting, support, and service limitations

Hosting is currently provided through Namecheap and administered using cPanel. NashCD may use a replacement hosting provider with reasonable advance notice of a material change. Third-party hosting and domain systems may experience outages or restrictions; NashCD does not promise uninterrupted availability or a specific uptime percentage.

Included ordinary support concerns the agreed website and content updates and is provided by email to darren@nashcd.com. The subscription does not include separately managed backups, disaster recovery, restoration services, ongoing technical maintenance, continuous security monitoring, or urgent or after-hours support. Any additional service must be separately agreed in writing. Client must retain independent copies of its source materials and association records and must not rely on the website as its only records archive.

These service exclusions do not excuse NashCD from reasonable safeguards for information it handles, performing agreed technical functions, addressing defects in its own delivered work as reasonably necessary to provide those functions, or complying with applicable law. No absolute security guarantee is made.

6. Client materials and association responsibilities

Client will provide timely instructions, usable materials, necessary access, and an authorized contact. Client warrants that it has the rights and permissions necessary for NashCD to use supplied text, photographs, logos, documents, and other materials for the agreed services. Client is responsible for its business information, representations, products, and services. Client will not use the website to distribute unlawful materials or infringe third-party rights.

For an association portal, Client designates the manager or other authorized uploader and the persons authorized to read or download documents. The standard arrangement includes a separate manager login and shared authorized board read/download access. Client must notify NashCD when access should change, safeguard credentials, and ensure shared credentials are not given to unauthorized persons. NashCD will implement the agreed access restrictions; a private entrance page alone is not a substitute for protecting the document endpoints.

The association or its management is responsible for selecting documents, checking accuracy, redacting protected information, providing publication instructions and deadlines, retaining official records, and determining its statutory obligations. NashCD does not provide legal advice or guarantee compliance with condominium, HOA, records-retention, accessibility, privacy, or other laws. Owner access, statutory notices, or other compliance functions are included only if specifically stated in the Order. This allocation does not excuse NashCD from performing expressly agreed technical services or its own legal duties.

7. Domain ownership and management

Client retains ownership of a Client-supplied domain. Domains registered by NashCD on Client's behalf are Client-owned from registration, with Client identified as the registrant where the registrar permits. Client authorizes NashCD to manage registration, renewal, DNS, and related settings needed for the services.

The subscription includes registration or annual renewal of one ordinary, nonpremium domain used for the website, or management of one Client-supplied domain. Premium domains, aftermarket purchases, redemption charges, and additional domains require Client approval of a separate quote. NashCD will not purchase or incur those charges without approval.

At cancellation, NashCD will cooperate in releasing or transferring domain control to Client without a NashCD transfer fee. Client must supply the receiving account details and complete required registrar verification. Registrar transfer restrictions may affect completion timing. NashCD does not withhold Client-owned domain control as security for invoices. Client pays third-party transfer charges, subsequent renewal fees, and other expenses incurred after handoff. No domain appraisal or buyout price applies.

8. Intellectual property and free handoff

Client owns its supplied content and its website or portal records. Client grants NashCD a nonexclusive license to use those materials as reasonably necessary to provide the services, subject to the confidentiality and AI limitations below. NashCD retains ownership, to the extent it holds rights, of website code, designs, templates, and reusable components it creates. Third-party code, fonts, images, and services remain subject to their applicable licenses. NashCD does not claim exclusive ownership of third-party materials or material for which exclusive rights do not exist.

During the paid subscription, Client may use the delivered website for its intended purpose. On a website-file handoff, Client receives a perpetual, nonexclusive, royalty-free right to use, reproduce, modify, and have others maintain the NashCD-owned components included in the delivered website for that website's operation. NashCD may continue using its reusable components for other projects. Third-party license limitations continue to apply.

Client may request a free domain and/or website-file handoff before service ends or within 30 calendar days afterward. NashCD will deliver the available materials within ten business days after receiving the request and

necessary delivery details. For a domain, NashCD will provide or initiate the steps within its control within that period; registrar restrictions or Client actions may extend final completion.

The website package includes the current deployed website files, transferable assets, available Client data, and, for the standard portal, its document index and active and archived uploaded documents. Necessary configuration notes will be included. Shared hosting credentials, other clients' information, nontransferable third-party accounts or licenses, and unrelated materials are excluded. New hosting credentials must be established by Client or its provider.

No NashCD handoff fee applies. Installation, configuration, migration, compatibility changes, and ongoing support on another host are not included or offered under this agreement. Client is responsible for arranging compatible hosting and setup. Delivery of files does not guarantee that the website will operate on every host without configuration.

9. Confidentiality, security, and records

NashCD will use nonpublic Client information only to provide the agreed services or as otherwise specifically authorized, limit disclosure to service providers reasonably necessary for those purposes, and use reasonable measures to protect it. These obligations apply even if materials are not marked confidential. They do not cover information lawfully public, independently developed, or lawfully received without a confidentiality restriction. Legally compelled disclosure is permitted, with notice where lawful and reasonably practicable.

NashCD will reasonably restrict hosting and portal access, protect credentials, and cooperate with Client following a security incident involving Client information. Each party will provide notices and perform other duties required by applicable law. No provision of this agreement waives a mandatory privacy or data-security obligation.

Hosting ends at the cancellation or termination date. NashCD will preserve available handoff materials through the 30-day request window and, for a timely request, through delivery and at least ten business days afterward so Client can report delivery problems. The preservation period is not continued hosting or a backup service. Afterward, NashCD may securely delete website and portal copies unless retention is required by law or reasonably necessary for a legal dispute. Billing, acceptance, and business records may be retained for lawful business purposes. Client remains responsible for retaining its official records.

10. AI-assisted services and Client materials

NashCD may use AI-assisted tools, including OpenAI Codex, to create website code and to prepare, format, optimize, or incorporate materials Client supplies for use on the website, such as photographs, logos, text, and documents. Client authorizes processing of those materials through these tools solely as reasonably necessary to provide the agreed services. Processing may involve transmitting those materials to the AI service provider. Client retains ownership of its materials, and NashCD remains responsible for reviewing AI-assisted work before publication.

Documents uploaded directly by Client or its authorized users to the association portal are stored through NashCD's hosting provider, currently Namecheap, using cPanel. Those uploads are not automatically submitted to Codex. This agreement does not authorize NashCD to submit nonpublic portal documents or their contents to an AI service without Client's specific prior written authorization. Nonpublic or restricted materials supplied directly to NashCD likewise require specific prior written authorization before AI processing.

NashCD may use Codex for deployment and hosting administration. NashCD will limit access to what is reasonably necessary for the task and use reasonable safeguards to prevent nonpublic portal documents, credentials, and unrelated client information from being included in AI inputs or outputs. Hosting-account access does not expand the authorization to process Client materials.

Client will identify confidential or restricted materials when providing them and supply only materials it is authorized to share. NashCD's confidentiality and security obligations apply regardless of whether Client marks

materials confidential. Nothing in this section waives applicable privacy or data-security duties. No representation is made that AI processing occurs entirely on Client's or NashCD's local computer.

11. Portfolio permissions

NashCD may identify Client as a customer and use Client's business name, logo, and publicly displayed website screenshots or descriptions in its portfolio, proposals, advertising, and social media. Client may opt out by emailing darren@nashcd.com. NashCD will stop new uses and remove covered materials from marketing channels it controls within a reasonable time, ordinarily ten business days. Previously distributed printed materials need not be recalled. Private portal screens, nonpublic documents, credentials, and confidential information are excluded from this permission.

12. Suspension and termination by NashCD

NashCD may end service without Client fault on at least 30 days' written notice, stop further charges effective at termination, and refund unused prepaid fees for the period after termination. Client retains the free handoff rights in Sections 7 and 8.

NashCD may suspend access immediately when reasonably necessary to address a security threat, unlawful use, or a binding legal requirement, and will notify Client promptly unless prohibited by law or security needs. For other material breaches, NashCD will give written notice describing the breach and at least ten business days to cure before termination. Nonpayment is governed by Section 4. NashCD will use reasonable efforts to limit a suspension to affected services. Termination does not extinguish Client ownership, accrued lawful payment obligations, or applicable refund and handoff rights.

13. Third-party claims and indemnification

To the extent permitted by law, Client will indemnify and hold harmless NashCD, its owner, and its agents against third-party claims and resulting damages, settlements, and reasonable legal expenses arising from Client-supplied materials that infringe third-party rights, Client's unlawful business activities, or Client's material breach of this agreement. This obligation does not apply to the extent a claim results from NashCD's negligence, willful misconduct, unauthorized modifications, or breach.

NashCD will promptly notify Client of a covered claim, reasonably cooperate at Client's expense, and permit Client to control the defense using competent counsel. Delay in notice excuses Client only to the extent it materially prejudices the defense. Client may not settle in a way that admits wrongdoing by NashCD, imposes nonmonetary obligations on NashCD, or fails to release NashCD without its written consent, which will not be unreasonably withheld. NashCD may participate through its own counsel at its own expense. This section concerns third-party claims, not automatic reimbursement of every direct contract dispute.

14. Warranties and limitation of liability

NashCD will perform the expressly agreed services with reasonable care. Except for express commitments in this agreement and rights that cannot lawfully be excluded, services are provided "as is" and "as available." To the extent permitted by law, NashCD disclaims other express or implied warranties, including merchantability and fitness for a particular purpose. NashCD does not guarantee search rankings, traffic, leads, sales, revenue, uninterrupted availability, or absolute security.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NASHCD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), OR OTHERWISE, WILL NOT EXCEED THE FEES CLIENT PAID TO NASHCD FOR THE AFFECTED SUBSCRIPTION DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. MULTIPLE CLAIMS DO NOT MULTIPLY THIS CAP.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NASHCD WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR REVENUE. THESE LIMITS DO NOT APPLY TO FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR LIABILITY THAT CANNOT LAWFULLY BE LIMITED. THEY DO NOT REDUCE EXPRESS REFUNDS OR EXTINGUISH CLIENT OWNERSHIP AND HANDOFF RIGHTS. MANDATORY CONSUMER RIGHTS REMAIN IN EFFECT.

15. Price changes and updates to these Terms

NashCD will give at least 30 calendar days' advance written notice of a price change or material change to these Terms, provide the revised terms or a clear description of the change, and identify its effective date. A change applies prospectively, no earlier than the first renewal after that notice period. It does not change fees already charged or retroactively alter accrued rights.

Client may reject a change by canceling before it takes effect and will retain service through the existing paid period. Continuing the subscription after a properly notified effective date constitutes acceptance only to the extent permitted by law; NashCD will obtain affirmative consent where required. Client may request the version accepted at sign-up. Updating a website page alone is not the written notice required by this section.

16. Florida law and disputes

Florida law governs this agreement, without applying conflict-of-law rules, except that mandatory protections applicable to Client cannot be waived by this choice. Subject to nonwaivable rights and court jurisdiction, disputes will be brought in the appropriate state courts in Volusia County, Florida, or the United States District Court for the Middle District of Florida, Orlando Division. The parties consent to personal jurisdiction and venue in those courts to the extent permitted by law. This clause does not create federal subject-matter jurisdiction.

17. Notices and general provisions

Client notices and cancellation requests may be emailed to darren@nashcd.com. NashCD notices will be sent to Client's email address in the Order or the most recent replacement address provided by Client. Each party must keep its contact details current. NashCD may use recorded electronic communications for approvals and service confirmations. Online acceptance includes agreement to receive this contract, billing notices, and service communications electronically, subject to applicable law.

NashCD is an independent contractor. The agreement does not create an employment, partnership, or general agency relationship. Client grants only the specific administrative permissions stated here. A failure to enforce a provision is not a waiver. If a provision is unenforceable, the remainder remains effective to the extent possible. Ownership, post-termination licenses, confidentiality, lawful payment obligations, refunds, handoff, indemnity, liability limitations, and dispute provisions survive as their purposes require.

This agreement and the Order are the entire agreement for these services. Separately approved work must identify its scope and price. No provision removes a right or remedy that applicable law makes nonwaivable.