

Kairo - Custom Build Agreement

This agreement applies when a Kairo website or digital build needs a scope that does not fit the fixed Website Build offer. It is paired with an **accepted written proposal** that states the client, project, deliverables, price, payment milestones, and timing.

Plain-language service terms. This is a clear outline of what Kairo provides, what the client is responsible for, and how the project works.

1. The proposal controls the custom project

Kairo will perform only the work described in the accepted written proposal. That proposal controls the project-specific scope, deliverables, exclusions, price, payment milestones, timing, third-party costs, and acceptance criteria. If the proposal conflicts with these general terms on a project-specific point, the proposal controls for that point; these terms control everything else.

Kairo does not begin a custom build until both sides have accepted the written proposal and the first required payment has cleared.

2. Payments and scope changes

Payments are due on the schedule in the accepted proposal. Any required deposit is non-refundable once paid because project preparation and work begin after it clears. The client pays applicable taxes, payment-processor fees, third-party charges, and approved expenses unless the proposal expressly includes them.

Requests that add or materially change features, content, integrations, pages, or approved direction are outside the original scope until Kairo confirms the change in writing. Before starting a material change, Kairo will state the effect on price or timing. No change is approved merely because it was discussed verbally or mentioned in a message without Kairo's written confirmation.

3. Client responsibilities, review, and acceptance

The client supplies accurate information, timely feedback, access, and all necessary rights and permissions for logos, photos, copy, pricing, customer data, testimonials, and other supplied materials. The client remains responsible for its business claims, legal notices, licenses, privacy choices, service pricing, and estimator inputs.

Schedule dates depend on timely decisions, materials, and access. If the client does not respond for 14 days, Kairo may pause the project; all affected dates move until the client is ready to resume. The proposal states the review process and any included revision rounds. Unless it says otherwise, a review round is consolidated feedback, not an unlimited stream of individual requests.

The client authorizes launch only after the proposal's acceptance criteria are met and all required payments are received. Written approval, use of the delivered work, or failure to report a material scope defect within a reasonable review period is acceptance.

4. Hosting & Maintenance - \$50/month

If selected in the proposal, Hosting & Maintenance costs **\$50/month** and includes web hosting, SSL certificate management, backups, security monitoring, reasonable technical upkeep, and coordination to restore the hosted site from available backups when needed. It does not include advertising, content production, SEO campaigns, major redesigns, new features, or unlimited content changes.

Either side may cancel the plan with 30 days' written notice. Cancellation ends hosting and maintenance after the notice period; it does not transfer the client's domain or paid-for content to Kairo. Migration, third-party account costs, and work beyond reasonable handoff support are quoted separately before work begins.

5. Domains, third parties, and data

The client owns its domain. Kairo may help connect domains, hosting, analytics, forms, payment tools, or other third-party services. Those services have their own terms, availability, security practices, and charges; Kairo does not control and is not responsible for their outages, policy changes, account actions, or charges.

The client must not provide sensitive personal, payment, health, or other regulated data unless the accepted proposal specifically permits it and the parties have agreed on the required safeguards.

6. Ownership, confidentiality, and referrals

Once all project invoices are paid, the client owns the client-specific content, copy, branding, and deliverables listed as owned by the client in the accepted proposal. Kairo retains ownership of its reusable design system, code templates, components, methods, tools, and general know-how. The client may use the delivered work for its own business but may not resell Kairo's reusable work as a product or template.

Each side will use non-public business information received through the project only to perform or receive the work, except where disclosure is required by law or the information becomes public without breach. Kairo will not identify the client as a client or use the client's name, logo, or private materials in public marketing without written permission.

An existing client who refers a business that becomes a paying Kairo client receives **three free months of Hosting & Maintenance**. If the referring client is not on the plan, the reward is **\$250 cash** instead. The reward is earned only when the referred client's deposit clears. Referrals must be new to Kairo and must identify the referring client before or during the introduction.

7. No promised results, liability, and ending the project

Kairo does not guarantee rankings, traffic, leads, calls, sales, bookings, or any particular financial result. Outcomes also depend on demand, the client's pricing, reputation, availability, follow-up, and factors outside Kairo's control.

Except where law does not allow it, the services and third-party services are provided without warranties beyond the written project documents. Kairo's total liability arising from the project is limited to the amounts the client paid to Kairo for the affected project in the 12 months before the event giving rise to the claim. This limitation does not attempt to excuse fraud, willful injury, or violations of law.

Kairo may suspend work or hosting for overdue payment, unlawful use, or a material breach not corrected after written notice. If either side ends the project after a deposit, the deposit remains non-refundable and the

client pays for approved work performed beyond it. Important notices, approvals, scope changes, and cancellations must be in writing, including by email to the addresses used for the project. Changes to these terms are effective only when both sides accept them in writing. The parties may accept these terms and the proposal electronically where permitted by law.