Visual Forging — Terms of Service

Effective date: Nov 24, 2026

These Terms of Service ("Terms") apply to the website at visualforging.com (the "Site") and to the website design, hosting and related services offered by Visual Forging ("Visual Forging," "we," "us" or "our"), based in San Luis Obispo, California. By using the Site, sending an inquiry, or accepting a quote or prototype from us, you ("you" or "Client") agree to these Terms. If you do not agree, please do not use the Site or our services.

Where you and Visual Forging sign a separate written agreement (such as our 12-Month Website Services Agreement), that agreement controls if it conflicts with these Terms.

1. Our services

We design and build websites for small businesses, including marketing sites, landing pages, website redesigns, online store setup, brand and visual identity, product presentation, and website hosting and updates (together, the "Services"). The exact scope of any project is set out in a written quote, proposal or signed agreement.

2. Inquiries and free prototypes

- You can request a free website prototype through the inquiry form on the Site. A prototype is offered at no charge and with no obligation to buy.
- A prototype is a preview for discussion only. The prototype, its code and its design belong to Visual Forging, and you may not publish, copy or hand it to another developer.
- We may decline any project at our discretion.

3. Pricing, quotes and payment

Service	Price
Prototype	Free
Build and launch (up to 3 pages)	$300
Each additional page	$100

Service	Price
Maintenance and changes after launch	Typically $30–$70 per change, quoted in writing before work begins
Hosting	$5 per month, billed annually ($60 per year)

- Prices on the Site may change at any time, but a change will not affect a quote you have already accepted.
- We will not start paid work (including post-launch changes) until you approve a written quote. Approval by email is enough.
- Unless your quote or agreement says otherwise, invoices are due within 14 days. We may publish your site, or keep it published, only once the related invoice is paid.
- Fees do not include sales tax, third-party costs (such as domain registration, premium plugins, stock photography, paid fonts or e-commerce platform fees) or payment-processor fees, unless the quote says so.
- Fees for work already completed are non-refundable.

4. Your responsibilities

- **Content and materials.** You will provide the text, photos, images, logos and other materials you want on your site ("Client Materials") and any feedback we need, in a timely way. Delays in providing materials may delay launch.
- **Rights to materials.** You confirm that you own or have permission to use all Client Materials, and that they do not infringe anyone else's rights or break any law.
- **Accuracy.** You are responsible for the accuracy of the information on your site, including prices, hours, menus, allergen information and legal notices that apply to your business.
- **Accounts and logins.** You are responsible for keeping any logins you hold (for your domain, ordering platform, payment processor and so on) secure.

5. Ownership and intellectual property

- **Your materials stay yours.** Your photos, images, logos and other Client Materials remain your property. You give us permission to use them only to provide the Services.

- **Website code and design.** Visual Forging owns the websites we build, including their code, design, layout and structure, as well as our pre-existing tools and templates. While you are a client with a paid-up account, you have the right to use your website for your business, and we manage how its code is hosted, copied and changed.
- **Moving to another provider.** If we end our services with you after you have been a client for at least 12 months, we will offer you a copy of your website's code so you can keep using it with another provider. Whenever services end, we return your materials and your site's text content.
- **Third-party items.** Fonts, plugins, libraries, stock images and platforms supplied by others remain subject to their own licenses.
- **Portfolio.** Unless you ask us in writing not to, we may show your finished site, its name and screenshots in our portfolio and marketing.

6. Hosting and third-party services

- Where we host your site, we will use reasonable efforts to keep it available and secure, but we do not guarantee uninterrupted or error-free operation. Hosting may rely on third-party providers whose outages are outside our control.
- Your site may link to or rely on third-party services (for example, online ordering, booking, payment, social media or map services). Those services are governed by their own terms, and we are not responsible for their availability, pricing or performance.
- We do not guarantee any particular search ranking, traffic or sales result.

Accessibility and legal requirements. We design with accessibility in mind and use reasonable efforts to follow the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Because compliance also depends on your content, your business and changing legal standards, we cannot guarantee that your site complies with every law, including the Americans with Disabilities Act and California's Unruh Civil Rights Act. You are responsible for the legal compliance of the content you supply and any notices your business must post.

7. Acceptable use of the Site

When using visualforging.com, you agree not to: submit false or misleading information through the inquiry form; attempt to gain unauthorized access to the Site or its systems; upload malicious code; scrape or copy the Site's content or design for commercial use; or

use the Site in any way that breaks the law.

8. Privacy

When you send an inquiry, we collect the details you provide (such as your name, email, business name, current website and project description) and use them to respond to you and provide the Services. We do not sell or share your personal information for anyone else's marketing. For full details, see our Privacy Policy.

9. Disclaimers

The Site and Services are provided "as is" and "as available." To the fullest extent permitted by law, we disclaim all warranties not expressly stated in these Terms or in a signed agreement, including implied warranties of merchantability, fitness for a particular purpose and non-infringement.

10. Limitation of liability

To the fullest extent permitted by law, Visual Forging will not be liable for any indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue, data or business opportunities. Our total liability for any claim relating to the Site or the Services is limited to the amount you paid us for the Services in the 12 months before the claim arose. These limits do not apply to liability for fraud, willful injury to a person or property, or violations of law, which California Civil Code section 1668 does not allow a contract to limit.

11. Indemnity

You agree to defend and indemnify Visual Forging against claims, losses and reasonable costs (including attorneys' fees) arising from your Client Materials, the content of your website, or your breach of these Terms.

12. Ending services

Either party may stop working together on a project by written notice. We may also decline or end work with any client if, in our reasonable judgment, we cannot meet their needs or expectations, or the working relationship is no longer workable — for example, if

a client is abusive, harassing or repeatedly disrespectful toward us, or asks us to do something unlawful, deceptive or unethical. You will pay for work completed and costs incurred up to the date of notice, and we will refund any prepaid hosting fees for whole months after services end. Ongoing hosting is governed by your signed agreement, if you have one.

13. Governing law and disputes

These Terms are governed by the laws of the State of California. Before filing any claim, both parties agree to try in good faith to resolve the dispute informally for at least 30 days. Any legal action will be brought in the state or federal courts located in San Luis Obispo County, California.

14. Changes to these Terms

We may update these Terms from time to time. The updated version will be posted on the Site with a new effective date. Changes will not apply retroactively to quotes or agreements you have already accepted.

15. General

If any part of these Terms is found unenforceable, the rest remains in effect. Our failure to enforce a provision is not a waiver of it. You may not transfer your rights under these Terms without our written consent.

16. Contact

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