



Mercurial Web Development - Terms of Service

Last Updated: April 27, 2025

1. Ownership and Intellectual Property Rights

a. Ownership Upon Purchase of Add-On

- If the client ("you," "the customer") purchases the developed product and purchases the Ownership Add-On option, you will be granted 100% proprietary ownership rights to:
 - All files within the project directory
 - All logos and visual assets developed under the project
 - Upon receipt of payment, ownership is fully transferred to the customer.

b. Standard Ownership (Without Add-On)

- Unless the Ownership Add-On is purchased, websites and developed products remain the property of Mercurial Web Development.
- The customer is granted a license to use the website but does not have full ownership rights.
- Mercurial Web Development retains the right to reuse or redistribute any part of the developed materials unless full ownership is purchased.

2. Access and Delivery

- Customers will not be granted access to project files or directories unless and until full payment is received.
- Billing occurs after the final product is completed, unless otherwise stated in a written agreement.
- The price range agreed upon is considered final. In rare and exceptional circumstances, adjustments to the price may be negotiated, but only under mutual agreement and with a clearly defined arrangement in writing.
- Any deviation from the agreed pricing structure must be formally acknowledged and approved by both parties.

3. Hosting and Subscription Services

a. Subscription Billing

- Subscription services are billed at the beginning of each calendar month.

b. Hosting Resale

- Mercurial Web Development may resell third-party hosting services and manage hosting on the customer's behalf.
- Directory ownership remains with the customer regardless of hosting arrangement.

c. Server Responsibility

- Mercurial Web Development is not financially responsible for downtime, crashes, or failures after product delivery.

d. Third-Party Failures

- In the event of failure by a third-party provider, we may return the directory to the customer and terminate the subscription.
- Refunds are not guaranteed in such cases.

e. Domain Ownership

- All domains purchased by Mercurial Web Development on behalf of the customer are the sole property of Mercurial Web Development.
- If a domain transfer is requested, the customer may be subject to a domain transfer fee.

4. Maintenance and Edits

- During active maintenance contracts, Mercurial Web Development may edit files with or without confirmation from the customer.
- All requested maintenance is subject to future payment.
- Ownership of all edited content remains with the customer.
- Failure to pay for maintenance services will result in Mercurial Web Development holding access to the website or its functions until outstanding maintenance payments are fulfilled. This ensures service continuity and accountability for both parties.

5. Third-Party Integrations

- Message forms or contact boxes may use third-party systems.
- Customers are responsible for reviewing and complying with those systems' terms.

- We are not responsible for third-party service interruptions.

6. Location Information

- Mercurial Web Development is headquartered in Indianapolis, Indiana, and serves clients in Oregon as well. When references are made to "local" services, they pertain to areas local to our primary location or to any of our virtual locations.

7. Communication and Support

For any questions, contact:

Email: contact@mercurialwebdevelopment.com

8. Modifications to These Terms

- We reserve the right to update these Terms at any time.
- Continued use of services constitutes acceptance of any changes.

9. Governing Law

- These Terms are governed under the laws of the United States.