

Terms & Conditions

JamesVrsecky Digital

Last updated: 04/09/2026

These Terms & Conditions ("Terms") govern the provision of website design, hosting, and management services ("Services") by JamesVrsecky Digital ("we", "us", "our") to the customer ("you", "your", "Customer"), wherever the Customer is located, including but not limited to Australia and the United States. By engaging our Services, you agree to these Terms.

1. Services Provided

1.1 We provide a fully managed, custom-coded website for your business, including design, build, hosting, security, maintenance, and content updates as outlined in your selected plan.

1.2 We will make reasonable efforts to have your website live within the timeframe communicated to you at signup (e.g. "within 1 day"), though actual timing may vary depending on the completeness and timeliness of content you provide.

1.3 Our Services are offered to customers internationally, including customers based in the United States. Except where these Terms expressly state otherwise, all customers are served on the same terms regardless of location.

2. Free Trial

2.1 New customers receive a 30-day free trial period ("Trial") from the date the website is made live.

2.2 During the Trial, no fees are charged. You may cancel at any time during the Trial with no obligation and no cost.

2.3 If you do not cancel before the end of the Trial, your subscription will automatically continue and the monthly fee outlined in Section 3 will begin to apply from day 31.

2.4 We will make reasonable efforts to notify you before the Trial ends and billing begins.

3. Fees & Payment

3.1 Following the Trial, the Service is billed at a flat monthly subscription fee of \$49 AUD, unless otherwise agreed in writing (e.g. for a higher tier or additional features). This applies to all customers regardless of location, including customers in the United States.

3.2 Fees are billed monthly in advance via Stripe and are due on the same date each month.

3.3 All fees are charged in Australian Dollars (AUD). For customers paying with a non-AUD card, including US customers, Stripe (or your card issuer) will convert the AUD charge to your local currency at the exchange rate applied at the time of payment. We do not control this exchange rate, and your bank or card issuer may apply its own foreign transaction fees. We are not responsible for exchange rate fluctuations or fees charged by your bank or card issuer.

3.4 We reserve the right to change our pricing with at least 30 days' notice to existing customers. Continued use of the Service after a price change takes effect constitutes acceptance of the new pricing.

3.5 Late or failed payments may result in suspension of your website after 10 days of non-payment, subject to reasonable notice.

4. Ownership

4.1 Summary: In simple terms - we own the website (the code, design, and platform it runs on). You own your content (your words, images, branding, and business information). This split is central to how the Service works and is described in full below.

4.2 Code & Platform (Ours): We retain full, exclusive ownership of the underlying website code, template, design system, and platform infrastructure used to build and host your website ("the Website"). The Website is licensed to you for use only for as long as your subscription remains active and in good standing. You do not acquire any ownership, copyright, or other intellectual property rights in the Website, its code, or its design, whether during or after your subscription. The Website is not transferred, sold, licensed for standalone use, sublicensed, copied, or made available to you or any third party outside of the active subscription, including upon cancellation.

4.3 Your Content (Yours): You retain full ownership of all content you provide to us or that is created specifically to represent your business, including but not limited to text, photos, logos, branding assets, product/service descriptions, and business information ("Content"). We do not claim any ownership over your Content. Your Content is yours regardless of whether your subscription is active, paused, or cancelled, subject to Section 6.3 regarding how it is returned to you on cancellation.

4.4 What this means in practice: Because you own your Content but not the Website, if you cancel your subscription, you keep the right to your own words, images, and branding - but you are not entitled to a copy of the website's code, design files, or template, and you may not request that these be transferred, exported, or reused elsewhere.

4.5 Domain Name: You are responsible for registering and owning your own domain name, which you may point to your website. We do not claim any ownership over your domain.

5. Content Updates

5.1 Your plan includes a reasonable allowance of content updates per month (e.g. text changes, image swaps, business hours, contact details), performed by us on your behalf.

5.2 Update requests are typically actioned within 7 business days of receipt.

5.3 Requests exceeding your plan's included allowance, or requiring significant new design/development work, may incur additional charges, which we will quote before proceeding.

6. Cancellation

6.1 You may cancel your subscription at any time by contacting us at jvrseckydigital@gmail.com. There are no lock-in contracts and no cancellation fees.

6.2 Upon cancellation:

- Your website will be taken offline within 3 days of the cancellation taking effect.
- You will not be billed for any period after your cancellation date.
- No partial refunds are provided for the current billing period already paid, unless required by law.

6.3 Your Content on cancellation: Upon request made within 7 days of cancellation, we will provide you with a reasonable export of your Content (text and images) that you supplied to us. The underlying website code, design, and platform remain our property and are not transferred.

6.4 We reserve the right to suspend or terminate the Service for non-payment, misuse, or breach of these Terms, with reasonable notice where practical.

7. What Happens if We Discontinue the Service

7.1 If we discontinue the platform or Service generally, we will provide at least 14 days notice and reasonable assistance to help you transition, including providing an export of your Content.

8. Service Availability & Support

8.1 We aim to maintain high uptime and website performance but do not guarantee uninterrupted, error-free service. Planned maintenance will be communicated where practical.

8.2 Support requests can be made via jvrseckydigital@gmail.com, with responses targeted within 2 business days depending on your plan tier. Support is provided during our normal business hours in Victoria, Australia (Australian Eastern Standard/Daylight Time); response times for customers in other time zones, including the United States, are measured on the same business-day basis.

9. Limitation of Liability

9.1 To the maximum extent permitted by law, we are not liable for indirect, incidental, or consequential damages arising from use of the Service, including loss of business, revenue, or data, except where such liability cannot be excluded under Australian Consumer Law.

9.2 Nothing in these Terms excludes, restricts, or modifies any consumer guarantees or rights you have under the Australian Consumer Law that cannot lawfully be excluded.

9.3 These Terms are drafted with reference to Australian law, which applies to all customers regardless of location (see Section 14). Customers based outside Australia, including in the United States, should be aware that consumer protection regimes specific to their own country or state (for example, individual US state consumer protection statutes) are not separately referenced in, and do not independently apply to, these Terms.

10. SEO & Performance Claims

10.1 We build websites following current best practices for speed, mobile responsiveness, and search engine optimisation. We do not guarantee specific search rankings, traffic levels, lead volumes, or business outcomes, as these depend on factors outside our control (e.g. competition, market demand, search engine algorithm changes).

11. Privacy & Data

11.1 We collect and store the minimum information necessary to provide the Service (e.g. contact details, billing information, website content).

11.2 This applies regardless of where you are located, including customers in the United States. Our full Privacy Policy is available at:

<https://iyyzxtgvtttoqtoqbyfgaz.supabase.co/storage/v1/object/public/site-images/JamesVrseckyDigital/privacy-policy.pdf>

12. Changes to These Terms

12.1 We may update these Terms from time to time. Material changes will be communicated to active customers with reasonable notice. Continued use of the Service after changes take effect constitutes acceptance.

13. Governing Law & Jurisdiction

13.1 These Terms, and your use of the Service, are governed by the laws of Victoria, Australia, regardless of where you or your business are located, including customers based in the United States.

13.2 Any disputes arising out of or relating to these Terms or the Service are subject to the exclusive jurisdiction of the courts of Victoria, Australia. By engaging our Services, customers located outside Australia, including in the United States, agree to submit to that jurisdiction.

14. Contact

For any questions about these Terms, contact: Alexander Vrsecky, JamesVrsecky Digital, jvrseckydigital@gmail.com, 0402938014 (or +61 402 938 014 if calling from outside Australia).