Terms of UX/UI Services Provided by Austin Norris <u>austintnorris.com</u> | <u>hi@austintnorris.com</u> | 561-676-8810

1. Scope of Services

The Service Provider agrees to provide UX/UI services, including but not limited to research, design, development, and consultation, in accordance with the Client's needs and project requirements.

2. Payment Terms

(a) The Client agrees to pay the Service Provider on a monthly basis for services rendered. Payments will be collected via Stripe.

(b) The Service Provider will not commence work until payment has been received for the current month.

3. Termination by Service Provider

The Service Provider reserves the right to terminate this Agreement at any time, with or without cause. If terminated, the Client will receive a partial refund for the month in which termination occurs, equal to the time remaining in that month that the Service Provider has not yet provided services for. The Service Provider will provide written notification of termination via email.

4. Termination by Client

The Client may cancel services at any time. To be eligible for a refund, the Client must send a written cancellation request via email to <u>hi@austintnorris.com</u>. Upon receipt, the Client will be refunded the remainder of their monthly payment for unused services.

5. Disputes and Work Suspension

(a) If the Client has a dispute regarding the services provided, they must submit a written dispute via email to <u>hi@austintnorris.com</u>.

(b) Upon receipt of a dispute, all work will be paused immediately.

(c) The Service Provider will allocate up to two (2) hours to discuss and negotiate a resolution. The Client will be billed for this negotiation time at the standard hourly rate.

(d) If no resolution is reached after the two-hour negotiation period, the Service Provider will either continue services or cancel the agreement and refund the Client for the remainder of the month, as determined in the negotiation.

6. Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information shared during the course of this Agreement. The Client shall not share any designs, concepts, or methodologies without the prior written consent of the Service Provider.

7. Intellectual Property Rights

Upon full payment, the Client shall have full ownership rights to the final delivered work. However, the Service Provider retains the right to display the work in portfolios or case studies unless otherwise agreed upon in writing.

9. Service Availability & Response Time

The Service Provider will make reasonable efforts to respond to Client inquiries within 2 business days and provide deliverables within agreed timelines.

10. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement due to unforeseen circumstances beyond its reasonable control, including but not limited to acts of God, war, strikes, or natural disasters.

11. Dispute Resolution

If the parties cannot resolve a dispute within the two-hour negotiation period, the dispute shall be settled through mediation or arbitration before pursuing litigation.

12. Limitation of Liability

Under no circumstances shall the Service Provider be liable for any indirect, incidental, or consequential damages arising from this Agreement. The Service Provider's liability shall not exceed the amount paid by the Client for the current month of service.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state in which the Service Provider is based.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements or understandings, whether written or oral.