

CLICK WISE DESIGN

TERMS OF SERVICE

Effective Date: April 24, 2026

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING CLICK WISE DESIGN'S SERVICES. BY SIGNING OR SUBMITTING ANY SERVICE AGREEMENT, ORDER FORM, OR ENROLLMENT FORM THAT REFERENCES THESE TERMS, BY SUBMITTING PAYMENT, OR BY OTHERWISE ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE OUR SERVICES.

1. Parties and Acceptance

These Terms of Service (the "Terms") are a legally binding agreement between you ("Client," "you," or "your") and Click Wise Design LLC ("Click Wise Design," "Company," "we," "us," or "our"), located at 825 Watters Creek Blvd M290, Allen, TX 75013.

These Terms, together with any signed Order Form, proposal, or statement of work that references or incorporates these Terms (each, an "Order Form"), constitute the entire agreement between the parties (the "Agreement").

By accepting these Terms, you affirm that you:

- Are at least 18 years of age or the age of majority in your jurisdiction;
- Have the legal authority to enter into this Agreement on your own behalf or on behalf of the business entity you represent;
- Have read, understood, and agree to be bound by all terms herein; and
- Consent to the collection and use of your information as described in our Privacy Policy.

If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms.

2. The Services

Click Wise Design provides website design, hosting, maintenance, content creation, and related marketing services to service-based businesses (collectively, the "Services"). The specific Services, deliverables, and pricing applicable to the Client are set forth in the Client's Order Form.

2.1 Website Bundle

Where the Client's Order Form includes the Website Bundle, Click Wise Design will provide the following deliverables and ongoing services, subject to the payment terms in these Terms:

- Initial website design and build consisting of a Home page, About page, Contact page, six (6) Service pages, one (1) Blog landing page, and eight (8) initial blog posts;
- Website hosting and ongoing maintenance;
- Eligibility for a three (3) month free trial of the Click Wise Design CRM (the CRM is a separate product governed by its own terms);
- Four (4) blog posts published to the Client's website per calendar month;
- Four (4) Google Business Profile ("GBP") posts per calendar month; and

- Google review responses, drafted and posted by Click Wise Design on behalf of the Client, for reviews received during the subscription month.

2.2 Initial Website Design (Included at No Additional Charge)

The initial website design is included as part of the Website Bundle at no additional charge. The Client's license to use the website is conditioned on maintaining an active, paid subscription as set forth in Section 3 and Section 4.

2.3 Revisions

Click Wise Design will provide up to four (4) rounds of revisions to the initial website design at no additional cost. The Client shall provide specific, written feedback within a reasonable time frame. Any revisions requested beyond the four (4) included rounds, or any changes to the agreed scope (including adding pages, restructuring site architecture, or changing design direction after approval), are billed at Click Wise Design's then-current hourly rate and are subject to a separate written change order.

2.4 CRM Free Trial

The Website Bundle includes eligibility for a three (3) month free trial of the Click Wise Design CRM. The CRM is a separate product and is governed entirely by its own terms of service. These Terms do not govern the CRM. The Client's use, cancellation, or non-renewal of the CRM does not affect the Client's obligations under these Terms.

2.5 Content Deliverables — Monthly Allotment and Forfeiture

Blog posts, GBP posts, and review responses are allotted on a calendar-month basis and do not roll over. Unused deliverables are forfeited at the end of each calendar month and are not refundable, creditable, or redeemable for cash. Topic selection and editorial direction remain at Click Wise Design's reasonable discretion unless a separate content plan is agreed to in writing.

2.6 Modification of the Services

Click Wise Design may update, modify, enhance, or discontinue features of the Services at any time. We will use reasonable efforts to provide notice of material changes. Your continued use of the Services after any modification constitutes acceptance of the updated Services.

3. Ownership, License, and Template Protection

3.1 Client Content

"Client Content" means text, images, logos, branding assets, and other materials supplied by the Client for use on the website. The Client retains ownership of Client Content and grants Click Wise Design a non-exclusive, royalty-free, worldwide license to use, store, copy, reproduce, modify, and display Client Content solely as necessary to provide the Services.

3.2 Ownership of the Website

The Client retains ownership of all Client Content as defined in Section 3.1. The Client also owns the customer-facing copy created for the Client by Click Wise Design under this Agreement, including the text of the Client's pages and blog posts (the "Created Copy"), subject to full payment of all amounts owed under this Agreement.

For the avoidance of doubt, the Client does NOT own the website as a deployed, functioning product. The website — meaning the integrated combination of design, layout, templates, code,

configuration, hosting environment, integrations, and infrastructure that makes the Client's site live and accessible to the public — is the property of Click Wise Design and is licensed to the Client during the term of this Agreement only. The website is not transferable, exportable, or portable.

In plain terms: the Client owns the words and images. Click Wise Design owns the website itself.

3.3 Template, Layout, and Underlying Technology

Click Wise Design retains all right, title, and interest in and to the underlying templates, design frameworks, code libraries, reusable components, tools, internal systems, and any pre-existing or independently developed intellectual property used to build or operate the website (collectively, the "Click Wise IP"). The Client is granted a limited, non-exclusive, non-transferable, revocable license to use the Click Wise IP solely in connection with the Client's website while this Agreement is in effect. The Client agrees not to duplicate, distribute, resell, sublicense, repurpose, or reverse engineer the design, layout, templates, code, or any element of the Click Wise IP for any other project, website, or client without Click Wise Design's prior written consent.

3.4 Hosting, Portability, and Access

The Client acknowledges that the website is built on, deployed to, and integrated with Click Wise Design's proprietary hosting environment and related systems, and that the website cannot be operated independently of that environment during the term of this Agreement. Except as expressly permitted under the buyback option in Section 3.5, the Client may not migrate, transfer, export, copy, recreate, or have a third party host the website or any portion of it that depends on the Click Wise IP.

The Client's access to the website, including the ability to view, retrieve, or copy any content from it, is conditioned on the Client maintaining an active, paid subscription in good standing. The website is publicly accessible only while the subscription is active. Upon termination, suspension, non-payment, or any other end of the Client's active subscription, the Client's access to the website ends, and Click Wise Design may immediately take the website offline. After that point, the Client has no right to access the website, no right to retrieve content from it, and no right to receive downloads, exports, archives, file transfers, or migration assistance from Click Wise Design, except as provided under the buyback option in Section 3.5. The Client is solely responsible for retaining its own copies of any content it wishes to keep while its subscription is active.

Domain names registered by or on behalf of the Client remain the property of the Client and are not affected by this Section, but Click Wise Design is not obligated to assist with redirecting or pointing the domain to a successor service after termination beyond providing standard DNS information upon written request.

3.5 Optional Website Buyback

Following cancellation or termination of this Agreement, the Client may, at its option, purchase a copy of the Client's website database and associated content files for a one-time fee of two thousand five hundred U.S. dollars (\$2,500.00) (the "Buyback Fee"). To exercise this option, the Client must:

- Submit written notice to Click Wise Design at admin@clickwisedesign.com requesting the buyback within sixty (60) days after the Client's subscription end date;

- Pay the Buyback Fee in full and have no outstanding amounts owed to Click Wise Design under this or any other agreement; and
- Acknowledge in writing the license restrictions set forth in this Section 3.5 and Section 3.6.

If the sixty (60) day window expires without the Client exercising the buyback option, paying the Buyback Fee, and acknowledging the license restrictions, Click Wise Design has no further obligation to deliver any database, content files, or other materials to the Client, and may delete the Client's database and files at its discretion.

Upon timely payment of the Buyback Fee and acknowledgment of the license restrictions, Click Wise Design will deliver to the Client a one-time copy of (a) the Client's website database and (b) the content files associated with the Client's website (collectively, the "Buyback Materials"). The Buyback Materials are delivered "as is," without warranty of any kind, and Click Wise Design has no obligation to provide installation, configuration, hosting, support, training, updates, or any other services in connection with the Buyback Materials. The Client is solely responsible for arranging its own hosting, development, and technical support after delivery.

3.6 License Restrictions on Buyback Materials and Click Wise IP

Whether or not the Client exercises the buyback option, the Client's rights with respect to the Click Wise IP and any Buyback Materials are subject to the following permanent restrictions, which survive termination of this Agreement and continue indefinitely:

- The Buyback Materials and Click Wise IP may be used by the Client only for the operation of the Client's own business website. They may not be used for any other website, project, or business, whether owned by the Client, the Client's affiliates, or any third party.
- The Client shall not sell, license, sublicense, lease, lend, gift, transfer, assign, or otherwise distribute the Buyback Materials, the website design, the layout, the templates, the code, the database structure, or any element of the Click Wise IP to any third party.
- The Client shall not copy, reproduce, replicate, modify, adapt, translate, derive works from, or use as a template the Buyback Materials, the website design, the layout, the templates, the code, the database structure, or any element of the Click Wise IP for the purpose of creating any other website, product, or service.
- The Client shall not engage, hire, or permit any third party (including any other web designer, developer, agency, or contractor) to copy, replicate, reverse engineer, extract, or use the Buyback Materials or any element of the Click Wise IP as the basis for any other website, product, or service.
- The Client shall not remove, alter, or obscure any copyright, trademark, attribution, or proprietary notices contained in the Buyback Materials or the Click Wise IP.
- The Client shall not publicly disclose, publish, or share the source code, design files, database schema, or any technical or proprietary elements of the Buyback Materials or the Click Wise IP.

These restrictions apply in perpetuity and are enforceable regardless of whether this Agreement has been terminated. Click Wise Design retains all right, title, and interest in and to the Click Wise IP at all times, and the Client's payment of the Buyback Fee does not transfer ownership of any Click Wise IP to the Client — it grants only the limited, perpetual license described in this Section 3.6 to use the Buyback Materials for the Client's own business website.

Any breach of this Section 3.6 by the Client constitutes a material breach for which monetary damages may be inadequate. Click Wise Design is entitled to seek injunctive relief, specific performance, and any other equitable remedies in addition to monetary damages, and the Client shall be liable for all reasonable attorneys' fees and costs incurred by Click Wise Design in enforcing this Section.

3.7 Feedback

If the Client provides suggestions, ideas, or other feedback regarding the Services ("Feedback"), the Client grants Click Wise Design an irrevocable, perpetual, royalty-free, worldwide license to use and incorporate that Feedback without any obligation or compensation to the Client.

4. Subscription, Fees, and Billing

4.1 Subscription Fee

The Website Bundle subscription fee is three hundred twenty-nine U.S. dollars (\$329.00) per month. This fee covers the Services described in Section 2 and does not include optional add-ons, paid advertising, domain registration fees, or third-party software costs, which are billed separately.

4.2 Billing and Payment

By entering into this Agreement, the Client authorizes Click Wise Design to charge the Client's designated payment method on a recurring monthly basis. All fees are billed in advance for the upcoming month. A valid payment method is required at all times. The Client shall pay each invoice within five (5) days of receipt. All payments are non-refundable except as required by applicable law.

4.3 Term and Cancellation

The subscription begins on the Effective Date and continues on a month-to-month basis. There is no minimum term, no annual commitment, and no early termination fee. The subscription automatically renews each month at the then-current rate until the Client cancels.

The Client may cancel at any time by providing written notice to Click Wise Design at admin@clickwisedesign.com. Cancellation takes effect at the end of the Client's current paid month — meaning the Client will continue to receive the Services through the end of the month already paid for, and will not be billed for the following month. The Client is not entitled to a refund or credit for any unused portion of the current paid month.

4.4 Price Changes

Click Wise Design reserves the right to change the subscription fee with at least fourteen (14) days' advance notice provided via email. The new fee will apply to the Client's next billing cycle following the notice period. If the Client does not wish to continue at the new price, the Client may cancel under Section 4.3 before the new price takes effect.

4.5 Taxes

All fees are exclusive of applicable taxes, levies, or duties. The Client is solely responsible for paying any and all taxes associated with the Services.

4.6 Late Payments, Suspension, and Collections

If the Client's payment is not received by the due date, Click Wise Design may, without prior notice, suspend hosting, maintenance, and all content deliverables until the account is brought current. Overdue amounts may accrue interest at the maximum rate permitted by applicable law. The Client agrees to reimburse Click Wise Design for all reasonable costs of collection, including attorneys' fees, in the event of non-payment.

4.7 No Chargebacks

The Client agrees not to initiate a chargeback, reversal, or payment dispute with the Client's credit card issuer or payment processor for any amounts charged under this Agreement. Any disputes shall be handled exclusively under the dispute resolution provisions in Section 11. The Client acknowledges that initiating a chargeback in violation of this Section is a material breach of this Agreement and entitles Click Wise Design to immediately suspend Services and pursue collection of the disputed amount and all related fees and costs, including reasonable attorneys' fees.

5. Acceptable Use

The Client agrees to use the Services only for lawful purposes and in accordance with these Terms. The Client shall not:

- Use the Services in violation of any applicable federal, state, local, or international law or regulation;
- Upload, publish, or transmit content that is unlawful, harmful, defamatory, obscene, fraudulent, misleading, or otherwise objectionable;
- Infringe upon the intellectual property, privacy, publicity, or other rights of any third party;
- Transmit unsolicited bulk communications, spam, or phishing material through the website;
- Introduce viruses, malware, or other malicious code into the Services;
- Attempt to gain unauthorized access to any portion of the Services, our servers, or any related systems;
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, templates, or proprietary structure of the Services;
- Use data mining, scraping, robots, or similar automated data collection methods against the Services;
- License, sublicense, sell, resell, transfer, or commercially exploit the Services without our written consent; or
- Interfere with, disrupt, or circumvent the integrity, performance, or security of the Services.

Click Wise Design reserves the right to investigate suspected violations and may, at its sole discretion, suspend or terminate access to the Services without prior notice for any conduct that violates these Terms or harms us, other clients, or third parties. Termination under this Section does not relieve the Client of its payment obligations under Section 4.

5.1 Client Conduct Toward Personnel

The Client agrees to interact with Click Wise Design's owners, employees, contractors, and representatives in a professional and respectful manner at all times, in all channels (including

phone calls, video calls, email, text messages, chat, and in-person meetings). The Client shall not engage in abusive, threatening, harassing, profane, discriminatory, or intimidating conduct toward any Click Wise Design personnel. Click Wise Design reserves the right, in its sole discretion, to determine whether conduct violates this Section, and a violation constitutes grounds for immediate suspension or termination of the Services under Section 13.

6. Third-Party Services and Integrations

The Services may integrate with or link to third-party platforms and providers, including Google Business Profile, Google Search, analytics providers, payment processors, domain registrars, and email providers ("Third-Party Services"). Click Wise Design does not control and is not responsible for Third-Party Services. The Client's use of any Third-Party Service is governed by that provider's own terms and privacy policy. The Client acknowledges that:

- Third-Party Services may have separate fees, terms, and data practices;
- Click Wise Design is not liable for any issues, outages, losses, or damages arising from Third-Party Services; and
- Enabling a Third-Party integration may allow that service to access website data as required for the integration to function.

7. Privacy and Data

The Client's use of the Services is subject to our Privacy Policy, which is incorporated by reference. Click Wise Design takes reasonable technical and organizational measures to protect Client data; however, no method of transmission or electronic storage is completely secure, and Click Wise Design cannot guarantee absolute security. The Client is responsible for maintaining its own backups of important data, including Client Content, at all times.

8. Disclaimers

THE SERVICES, INCLUDING THE WEBSITE, HOSTING, BLOG POSTS, GBP POSTS, REVIEW RESPONSES, AND ANY OTHER DELIVERABLES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF DEALING. CLICK WISE DESIGN DOES NOT WARRANT THAT:

- The Services will meet the Client's specific requirements, business goals, or revenue expectations;
- The Services or website will be uninterrupted, timely, secure, or error-free;
- Blog posts, GBP posts, or review responses will produce any particular search engine ranking, traffic level, lead volume, or business result;
- Any errors or defects in the Services will be corrected; or
- The website will remain free of viruses or other harmful components.

Some jurisdictions do not allow the exclusion of implied warranties; in such cases, the above exclusions apply to the fullest extent permitted by applicable law.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLICK WISE DESIGN, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF CUSTOMERS OR LEADS, BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

IN NO EVENT SHALL CLICK WISE DESIGN'S TOTAL CUMULATIVE LIABILITY TO THE CLIENT FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES EXCEED THE GREATER OF: (A) ONE HUNDRED U.S. DOLLARS (\$100.00), OR (B) THE TOTAL AMOUNT PAID BY THE CLIENT TO CLICK WISE DESIGN IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE CLIENT'S JURISDICTION.

10. Indemnification

To the fullest extent permitted by applicable law, the Client agrees to indemnify, defend, and hold harmless Click Wise Design and its officers, directors, employees, agents, affiliates, and successors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- The Client's use of or access to the Services;
- The Client's violation of these Terms;
- The Client's violation of any applicable law or regulation;
- Client Content, including any claim that Client Content infringes third-party rights or was collected or published without proper consent;
- Any products, services, or representations offered or made by the Client through the website; or
- The Client's violation of any third-party rights, including intellectual property or privacy rights.

Click Wise Design reserves the right to assume exclusive control of the defense of any matter subject to indemnification, at the Client's expense, and the Client agrees to cooperate with the defense.

11. Dispute Resolution and Arbitration

11.1 Informal Resolution

Before initiating any formal dispute, the Client agrees to contact Click Wise Design in writing to attempt to resolve the matter informally. The parties will use good-faith efforts to resolve disputes within thirty (30) days of written notice.

11.2 Binding Arbitration

If informal resolution is unsuccessful, any dispute, claim, or controversy arising out of or relating to this Agreement or the Services shall be resolved by final and binding arbitration administered by JAMS under its applicable rules, rather than in court, except as provided in Section 11.3. The arbitration shall be conducted in English and seated in Collin County, Texas. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

11.3 Exceptions

Either party may bring claims in small claims court if the claim qualifies. Either party may seek injunctive or other equitable relief in a court of competent jurisdiction for infringement or misuse of intellectual property rights or to collect unpaid amounts under this Agreement.

11.4 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY. THE CLIENT WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY REPRESENTATIVE PROCEEDING AGAINST CLICK WISE DESIGN.

12. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Subject to the arbitration agreement in Section 11, the exclusive jurisdiction and venue for any legal action shall be the state or federal courts located in Collin County, Texas, and the Client consents to the personal jurisdiction of such courts.

13. Termination

13.1 Termination by the Client

The Client may cancel the subscription at any time pursuant to Section 4.3. Cancellation takes effect at the end of the current paid month, and no refund is provided for any unused portion of that month.

13.2 Termination by Click Wise Design

Click Wise Design may suspend or terminate this Agreement, with or without notice, if it reasonably believes the Client has:

- Violated any provision of these Terms;
- Engaged in fraudulent, illegal, abusive, or harmful conduct;
- Engaged in abusive, threatening, harassing, profane, discriminatory, or intimidating conduct toward Click Wise Design personnel, contractors, or representatives, whether verbal, written, or electronic;
- Failed to pay any fees when due; or
- Acted in a manner that poses a risk to Click Wise Design, other clients, or the integrity of the Services.

13.3 Effect of Termination

Upon termination, the Client's right to use the Services immediately ceases, and Click Wise Design may take down the website and discontinue all content deliverables. Any unpaid amounts owed for Services already provided remain due. Provisions of this Agreement that by their nature should survive termination shall survive, including Sections 3, 4, 8, 9, 10, 11, 12, and 14.

14. General Provisions

14.1 Entire Agreement

These Terms, together with the Client's Order Form, our Privacy Policy, and any written change orders or addenda signed by both parties, constitute the entire agreement between the parties and supersede all prior agreements, proposals, understandings, or representations. In the event of a conflict between these Terms and an Order Form, the Order Form controls for the specific Services described therein.

14.2 Amendments

Click Wise Design may update these Terms from time to time. When material changes are made, Click Wise Design will notify the Client via email or in-app notification and update the Effective Date at the top of this document. Continued use of the Services after such notice constitutes acceptance of the updated Terms.

14.3 Electronic Signatures and Acceptance

The parties agree that this Agreement may be accepted and executed electronically, including by typing a name into an electronic signature field, by signing through a third-party e-signature platform, by submitting an online form, by submitting payment, or by any other reasonable indication of assent. Electronic acceptance and electronic signatures shall have the same legal force and effect as original handwritten signatures under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and the Texas Uniform Electronic Transactions Act (UETA).

14.4 Severability

If any provision of this Agreement is found invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

14.5 Waiver

Click Wise Design's failure to enforce any right or provision of this Agreement shall not be deemed a waiver. Any waiver must be in writing and signed by an authorized representative of Click Wise Design.

14.6 Assignment

The Client may not assign or transfer any rights or obligations under this Agreement without Click Wise Design's prior written consent. Click Wise Design may assign its rights and obligations without restriction, including in connection with a merger, acquisition, or sale of assets.

14.7 Force Majeure

Click Wise Design will not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including natural disasters, acts of God, war, terrorism, civil unrest, epidemic or pandemic, government action, third-party platform outages, or disruptions to internet infrastructure.

14.8 Notices

Notices to the Client will be provided via email to the address on the Client's account or via in-app notification. Legal notices to Click Wise Design must be sent in writing to:

Click Wise Design LLC

825 Watters Creek Blvd M290

Allen, TX 75013

Email: admin@clickwisedesign.com

14.9 Headings

Section headings are for convenience only and have no legal or contractual effect.

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