

CLICK WISE DESIGN

WEBSITE DESIGN — TERMS OF SERVICE

Effective Date: May 5, 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,” “Designer,” “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, and related services to service-based businesses (collectively, the “Services”). The specific Services, deliverables, and pricing applicable to the Client are set forth in these Terms and the Client’s Order Form.

2.1 Initial Website Design and Build

Click Wise Design will design and build a website (the “Website”) for the Client consisting of the following pages:

- One (1) Home page;
- One (1) About page;
- One (1) Contact page; and
- Up to six (6) Service pages.

The initial Website design and build is included at no additional charge, subject to the Client's payment obligations under Section 4 and the five (5) month minimum commitment in Section 5.

2.2 Revisions

Click Wise Design will provide up to four (4) rounds of revisions to the initial Website 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.

2.3 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 Restrictions

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

Upon (a) completion of the five (5) month minimum commitment described in Section 5 and (b) full payment of all amounts then owed under this Agreement, the Client shall own the Website, including the customer-facing copy created for the Client by Click Wise Design (the "Created Copy"), the custom design choices applied to the Client's site, and the Website database and content files. **Until both conditions are satisfied, the Website is licensed to the Client and is not owned by the Client.** The Client's ownership of the Website is at all times subject to the Click Wise IP license and the use restrictions set forth in Sections 3.3 and 3.4.

3.3 Click Wise IP and License

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 Click Wise IP is not owned by the Client and is not transferred under this Agreement.

Click Wise Design grants the Client a perpetual, non-exclusive, non-transferable, royalty-free license to use the Click Wise IP solely as embedded in and as necessary to operate the Client's own business website. This license survives termination of this Agreement, subject to the use restrictions in Section 3.4.

3.4 Use Restrictions (Survive Termination)

The Client's ownership of the Website and license to the Click Wise IP are subject to the following permanent restrictions, which survive termination of this Agreement and continue indefinitely. The Client shall not:

- Use the Website, the Click Wise IP, or any element thereof for any business or website other than the Client's own business website;
- Sell, license, sublicense, lease, lend, gift, transfer, assign, or otherwise distribute the Website, the design, the layout, the templates, the code, the database structure, or any element of the Click Wise IP to any third party;
- Copy, reproduce, replicate, modify, adapt, translate, derive works from, or use as a template the Website, the 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;
- 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 Website or any element of the Click Wise IP as the basis for any other website, product, or service;
- Remove, alter, or obscure any copyright, trademark, attribution, or proprietary notices contained in the Website or the Click Wise IP; or
- Publicly disclose, publish, or share the source code, design files, database schema, or any technical or proprietary elements of the Click Wise IP.

The Client may continue to use, operate, modify, and update the Client's own Website (including with third-party developers) for the Client's own business after termination of this Agreement, provided that the foregoing restrictions are observed. Hiring a developer to maintain or modify the Client's own site for the Client's own business is permitted; using the site or the Click Wise IP as the basis for any other site, product, or service is not.

Any breach of this Section 3.4 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.

3.5 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 Monthly Maintenance Fee

The Website maintenance fee is eighty-four U.S. dollars (\$84.00) per month. This fee covers hosting and maintenance of the Website 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 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 and maintenance 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. The Client's ownership rights under Section 3.2 are conditioned on payment in full of all amounts owed under this Agreement.

4.4 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.

4.5 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 9. 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. Hosting, Maintenance, and Minimum Term

5.1 Five-Month Minimum Commitment

The Client agrees to exclusively use Click Wise Design for hosting and maintenance of the Website for a minimum period of five (5) consecutive months beginning on the Effective Date of the Client's Order Form (the "Minimum Term"). If the Client terminates hosting and maintenance services before the end of the Minimum Term for any reason other than Click Wise Design's uncured material breach, the Client shall immediately pay an early termination fee equal to the remaining unpaid balance of the Minimum Term (i.e., \$84.00 multiplied by the number of months remaining in the Minimum Term).

5.2 After the Minimum Term

After the Minimum Term, this Agreement continues on a month-to-month basis at the same monthly rate (subject to Section 5.5) until canceled by either party. The Client may, at its option, move the Website to a self-hosted environment or to a consumer hosting provider such as GoDaddy, Bluehost, or a comparable provider after the Minimum Term has been completed and all amounts owed have been paid in full.

Restriction on Third-Party Agencies. The Client shall not transfer, migrate, or have the Website hosted, maintained, or managed by any third-party web design or marketing agency, web development firm, or comparable service provider (each, a “Competing Agency”), whether during or after the Minimum Term. This restriction is in addition to, and does not limit, the use restrictions in Section 3.4.

5.3 Cancellation

After the Minimum Term, the Client may cancel hosting and maintenance services 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. The Client will continue to receive 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.

5.4 Export Upon Cancellation

Provided the Client has completed the Minimum Term, paid all amounts owed under this Agreement, and requested the export in writing to admin@clickwisedesign.com within ninety (90) days after the cancellation effective date, Click Wise Design will, at no additional charge, deliver to the Client a one-time export consisting of (a) the Website database and (b) the content files associated with the Website (the “Export Materials”). The Export Materials are delivered “as is” without warranty of any kind. Click Wise Design has no obligation to provide installation, configuration, hosting, support, training, updates, or migration assistance in connection with the Export Materials. Click Wise Design will, upon written request, provide standard DNS information to assist with redirecting the Client’s domain. Domain names registered by or on behalf of the Client remain the Client’s property and are not affected by this Section. If the Client does not request the Export Materials within the ninety (90) day window, Click Wise Design has no further obligation to deliver them and may delete the Client’s database and files at its discretion.

5.5 Price Changes

After the Minimum Term, Click Wise Design reserves the right to change the monthly 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 5.3 before the new price takes effect.

6. Acceptable Use and Client Conduct

6.1 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 Click Wise IP;
- Use data mining, scraping, robots, or similar automated data collection methods against the Services;
- License, sublicense, sell, resell, transfer, or commercially exploit the Services or the Click Wise IP except as expressly permitted under Section 3; 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 or the Minimum Term obligations under Section 5.

6.2 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 10.

7. Third-Party Services and Privacy

7.1 Third-Party Services

The Services may integrate with or link to third-party platforms and providers, including 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, and that Click Wise Design is not liable for any issues, outages, losses, or damages arising from Third-Party Services.

7.2 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, Liability, and Indemnification

8.1 Disclaimers

THE SERVICES, INCLUDING THE WEBSITE, HOSTING, MAINTENANCE, 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;
- The Website 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.

8.2 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.

8.3 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.

9. Dispute Resolution and Arbitration

9.1 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.

9.2 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 9.3. 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.

9.3 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.

9.4 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.

9.5 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 this Section 9, 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.

10. Termination

10.1 Termination by the Client

The Client may terminate this Agreement (a) at any time after the Minimum Term pursuant to Section 5.3, or (b) during the Minimum Term subject to payment of the early termination fee in Section 5.1.

10.2 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.

10.3 Effect of Termination

Upon termination, the Client's right to receive ongoing Services (including hosting and maintenance) immediately ceases, and Click Wise Design may discontinue all such Services. Any unpaid amounts owed for Services already provided or for the unpaid balance of the Minimum Term remain due. The Client's ownership of the Website under Section 3.2 (if vested) and right to receive Export Materials under Section 5.4 survive termination, subject to payment of all amounts owed and the use restrictions in Section 3.4. Provisions of this Agreement that by their nature should survive termination shall survive, including Sections 3, 4, 5.4, 8, 9, and 11.

11. General Provisions

11.1 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.

11.2 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.

11.3 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).

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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

11.9 Headings

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

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