Terms and Conditions

A. Introduction

These terms and conditions ("Agreement") are entered into by and between Amina Belabbes ("Freelancer") and the client ("Client"). This Agreement governs the provision of UX / UI design services, mentorship and or web development services and outlines the rights, responsibilities, and expectations of both parties. Please read these terms carefully before engaging in any design services. By entering into a contract or using the services provided, the Client agrees to be bound by the terms and conditions outlined herein.If there are any questions or concerns, please get in contact before proceeding.

B. Modifications

The Freelancer reserves the right to update these terms and conditions. Clients will be notified of any changes in writing, and continued engagement in projects implies acceptance of the updated terms.

C. Copyright, Ownership, Intellectual Property, Usage Rights, Client Warranties

• Until full payment is received, ownership of any completed work, project files, or deliverables remains with the Freelancer.
• The client is not granted usage rights until payment is made in full.
• Upon full payment, the Freelancer will transfer all ownership rights, including Copyrights, in the Project's final work to the Client.
• Data Ownership
  ◦ The client retains ownership of any data they provide to the Freelancer for the purposes of the project. The Freelancer may use such data only for the execution of the project and will not disclose it to third parties without the client's consent.
• The client is granted a license for the purposes stated in the proposal upon full payment.
• Client Warranties
  ◦ The Client assures that they
possess the necessary rights and permissions for the use of the Client Content.
  ◦ They also affirm that the Client Content is accurate, abides by their industry's standards, is
legally compliant, and does not infringe on any third-party rights. **The Client agrees to adhere to licensing agreements governing Third Party Materials** and all applicable laws relating to the Services and Deliverables.
• Freelancer Warranties
  ◦ Services: The Freelancer promises to deliver Services professionally, skillfully, and in line with reasonable professional standards.
  ◦ Scope of Work: The Freelancer's obligations extend only to tasks stipulated in the Project Order. This may or may not include specific tasks such as copywriting, editing, stock photography selection, Client content input, and product development.
  ◦ Deliverable Originality: Except for Third Party Materials and Client Content, the Final Deliverables will be the Freelancer's original work or that of independent contractors commissioned by the Freelancer.
  ◦ Contractor Agreements: If the Deliverables include work by Freelancer-commissioned contractors, the necessary agreements granting required rights to the Final Deliverables will be secured.
  ◦ Non-Infringement: To the best of the Freelancer's knowledge, the Final Works will not infringe on any party's rights. However, if the Deliverables are modified or used beyond the scope identified in the Project Order or Agreement, the Freelancer's warranties will be void.
  ◦ Exclusion of Warranties: Aside from the stated warranties in this Agreement, the Freelancer offers no

warranties, particularly in terms of added profit, sales, exposure, or brand recognition. Warranties of merchantability, fitness for a specific purpose, or compliance with legal rules that apply to the Project are specifically disclaimed by the Freelancer.

    ◦ The Freelancer's Services and work product are provided 'as is.' Beyond the explicit warranties laid out in this section, the Freelancer makes no other warranties, expressed or implied, relating to fitness for a specific purpose of the Services, to the extent permitted by applicable law. This includes the assumption by the Freelancer that the final product will meet all of the Client's expectations.

• Derivate Works

    ◦ The client may not create derivative works without prior written consent from the freelance UX Freelancer. Any modifications or adaptations require approval to ensure alignment with the Freelancer's vision and standards.

    ◦ Attribution and Recognition:

      ▪ The client agrees to credit the freelance UX Freelancer for the original work in any derivative works created. Proper attribution supports the Freelancer's professional recognition and portfolio.

    ◦ Compensation for Modifications:

      ▪ If the client wishes to create derivative works, an additional compensation agreement may be negotiated separately. This ensures that the freelance UX Freelancer is fairly compensated for any modifications beyond the initially agreed-upon scope.

D. Communcation and Collaboration

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Governing Communication

    ◦ All formal communication regarding the project, including change requests, approvals, and disputes, should be conducted in writing through agreed-upon channels.

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Governing Tools

    ◦ Tools and platforms mentioned for project collaboration, such as Slack, Trello, Zoom, and others, are subject to change as per mutual agreement and technological advancements.

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Communication Protocols

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Response times and availability:

      ▪ Responses will be provided within 48 hours during weekdays.

      ▪ Communication hours are between 10:00 and 18:00 CET on working days (Monday to Friday).

    ◦

Preferred channels: Communication will primarily take place through email, booked Calendly calls or Slack.

    ◦ Asynchronous communication is encouraged for non-urgent matters.

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Reports

    ◦ For Projects following a time and material contract, the Freelancer may send reports outlining discussions, tasks, and time estimates. The Client should notify the Freelancer of any issues within three business days of receiving the report, failing which the report is assumed to be accepted.

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Calendly Appointments

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Cancellation Outside 24 Hours: Clients may cancel their appointment with more than 24 hours' notice and will be eligible for a full refund of any fees paid.

    ◦

Cancellation Within 24 Hours: Cancellations made within 24 hours of the scheduled appointment time are not eligible for a refund. I apologize for any inconvenience this may cause.

    ◦

Rescheduling Within 24 Hours: Clients are permitted to reschedule their appointment once within 24 hours of the scheduled time without penalty. However, any subsequent rescheduling within this timeframe will be subject to

the same policy as cancellations within 24 hours.
  ◦
No-Shows: Failure to attend a scheduled appointment without prior notice will be considered a no-show and will not be eligible for a refund.
  ◦
Exceptions: In case of extenuating circumstances, such as emergencies or sudden illness, exceptions to this policy may be considered on a case-by-case basis. Clients are encouraged to contact me as soon as possible if they believe their situation warrants special consideration.
  ◦
No Show Policy:
    ▪
Client Eligibility for Further Services: Clients who fail to attend their scheduled call appointment without providing prior notice will not be considered for further services. This means that if a client misses their initial scheduled call, I will not be able to take them on as a client for any additional services.
    ▪
Notification Requirement: Clients are required to provide at least 24 hours notice if they are unable to attend a scheduled appointment. Failure to provide timely notice may result in the client being ineligible for further services.
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Emergency Situations
  ◦ In the event of unforeseen circumstances, such as illness or emergencies affecting project timelines, both parties agree to communicate promptly and work together to find a reasonable solution.
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Code of Conduct
  ◦ Both parties agree to conduct themselves in a professional mannerthroughout the duration of the project, fostering a positive andcollaborative working relationship.
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Timely Responses
  ◦ The client agrees to provide timely responses to design queries, feedback, and any other communication necessary for the progression of the project.The client is responsible for implementing any updates or changes provided by the Freelancer to maintain the functionality and integrity ofthe delivered design work.
• Project Progress
  ◦ The client agrees to actively participate in project milestones and provide timely approvals to avoid delays in the project timeline.
• Maintenance and Updates Post-Project
  ◦ Post-project support is provided for a specified period, as outlined in the project proposal. Additional support or updates beyond this period maybe subject to separate agreements and charges.

E. Payment Terms

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***Weekend* Rates**
  ◦ Design work on weekends is subject to a 50% additional charge.
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Reimbursement of Expenses
  ◦ The Client covers Freelancer's Project Order expenses. The quoted price includes only the Freelancer's fee. Additional costs not specified in the Project Order will be the Client's responsibility.
  ◦ The Client will reimburse the Freelancer for actual costs of incidental expenses such as postage, shipping, courier services, computer expenses, parking fees, tolls, etc., with a 10% markup on costs, and approved travel expenses. Reimbursements shall not exceed $500 without the Client's prior written consent. Freelancer should substantiate the costs with documents and receipts, and the amounts should be reasonable, contract-related expenses.
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Advanced Expenses

◦ Freelancer may request an advance to cover expected expenses, providing adequate Expense Reimbursement Documentation. The advance should be used exclusively for the purpose stated unless otherwise agreed in writing. Alterantively, Freelancer may arrange for bills over $500 for Client-relevant expenses to be sent to the Client directly.

◦ Invoicing and Payment

▪ Unless the Client agrees to an Advance for Expenses, Client payment requires prior receipt of authorized expense receipts and service invoices. Mode of payment will be through a bank transfer, with details provided in the Agreement. Taxes, if applicable, will be covered by the Client.

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Payment for Services

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Payment Terms

▪ For the described services, the Client will pay the Freelancer the agreed Total Price. Extra deliverables beyond this Agreement will attract further charges.

▪ The Client must pay the Freelancer as per the Project Order's fee and payment schedule, including relevant taxes.

▪ Invoices must be paid within 7 days of receipt. German law allows for late payment penalties and the Client will bear any charges resulting from late or non-payment.

▪ The Freelancer may withhold Deliverables in case of unpaid invoices. Copyright and Intellectual Property Rights for the Services and Final Deliverables remain the Freelancer's until full payment.

▪ The Freelancer reserves the right to suspend work on the project until payment is received for overdue invoices.

▪ The Client bears charges due to currency variation.

▪ Upon full payment, the Freelancer will transfer all ownership rights, including Copyrights, in the Project's final work to the Client.

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Rate Type

◦ The agreed rate will be outlined in the project proposal or separate agreement.

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Upfront Payments and Milestones

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For projects of €400 or less: 100% upfront payment.

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For projects above €400 and below EUR 1,400: 50% upfrontpayment, remainder on completion of the project, within 7 daysfrom the date of the invoice.

◦

For projects above €1,400 and below EUR 5,000: 30% upfrontpayment, remainder on completion of the project, within 7 daysfrom the date of the invoice.

◦

For projects above €5,000: holding deposit (30%), startingdeposit (25%), progress payment (25%), final deposit oncompletion (20%).

◦ Intervals of the progress payments will be outlined in the proposal and may be adjusted upon mutual agreement.

◦

For subscriptions: First payment shall be paid upfront, from thereon monthly payments within 7 days from the date of the invoice.

◦ If you would like to pay the full amount upfront, then this would be quite welcome. **4% will be deducted from the total invoice amount should you choose this method.**

• **Currency**

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Preferred Currency: The preferred currency for payment is Euros (EUR).

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Payment Method

- Clients can make payments through the following methods:
  - PayPal
    - Payments can be made using PayPal to the PayPal address provided in the respective invoice.

Please note that PayPal transactions may be subject toadditional fees, and the client is responsible for covering these fees.
    - For the use of PayPal

a fee of 2,99% of the amount due will be charged.
  - Bank Transfer
    - Clients can also make payments via bank transfer using the IBAN system. Bank details will be provided in the invoice.
  - As

subject for payment transfers, either **invoice or proposal number** are to be used.
  - The client is responsible for any bank charges associated with the transfer.

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Receipts and Confirmations
  - Upon request, the Freelancer will provide receipts or confirmations for all payments received within 7 bank days of the receipt. For bank transfers, the client is responsible for ensuring that payment references are accurately provided.

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Payment Schedule
  - If not otherwise stated in the proposal, the terms under "UpfrontPayments and Milestones" apply.

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Late Payment and Subscription Termination
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Late Payment Policy: In the event of late payments, a **grace period of 7 days will be granted**. After this period, a late payment **fee of 1% of the amount due per day** will be applied to the outstanding balance to compensate for any delays.

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Subscription Termination Due to Non-Payment
  - Failure to settle outstanding balances within 7 days from the due datemay result in the suspension of services, and termination of thesubscription may follow if payment is not received within an additional 30 days.

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Termination / Cancellation Fees
  - Payment upon Termination (Cancellation)
    - Upon termination, the Freelancer receives payment for Services performed up to the termination date.
    - This sum includes any advance payment, proportional fees, or hourly fees for work conducted up to the termination date, whichever amount is highest.
    - The Client shall also cover all Expenses, Fees, and additional Costs up to the termination date.
    - If a client decides to cancel a project after it has started:
      - If the Client voluntarily terminates early and the Cancellation is communicated in writing within 5 days of project initiation, a fee of 10% of the agreed upon total Project fee applies. Cancellation after 5 days, a fee equal to

40% of the total Project fee applies.

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Reactivation and Arrears
  - Subscription services may be reinstated upon settlement of all outstanding payments, including late fees.

F. Change Policy

• Communication of Changes
• Any changes to project scope, timelines, or deliverables must becommunicated in writing and mutually agreed upon by both parties. Thisensures transparency and avoids misunderstandings.
• Time
  ◦ The Freelancer commits to prioritize and aim for timely completion of Services. The Client must provide timely responses to the Freelancer's Deliverables. Any Client-side delays may cause shifts in the Project timeline, without attributing breach to the Freelancer.
• Delays
  ◦ Notified delays by the Client will be accommodated by the Freelancer who may schedule a discussion to determine new deadlines.
  ◦ If the Project is on hold for **over ten business days without prior notification**, a new Project Order is required to resume work.
• Project Scope Change Requests
  ◦ The freelance UX Freelancer reserves the right to assess the impact of proposed changes on the project timeline, deliverables, and compensation.
  ◦ Client-requested changes
    ▪ Client-requested changes identified to be beyond the initial scope in the Project Order are subject to **additional fees** at the Freelancer's standard rate, **starting from €125/hour.** The Freelancer will first provide a **written Change Order outlining these changes for Client approval**.
  ◦ Rescope
    ▪ While efforts will be made to accommodate reasonable changes, significant alterations to the project scope may require a separate agreement. Both parties acknowledge the importance of adhering to the initially agreed-upon scope to ensure project success.
    ▪ If the Client requests alterations that fundamentally change over 50% of the Project, the Freelancer will provide a **new Project Order** for Client approval. Only upon approval of the revised order and receipt of any increased retainer fees, will the altered work begin.
  ◦ Scope Modification Process
    ▪ Any changes to the project scope must be communicated in writing and agreed upon by both parties before implementation.
  ◦ Timeline Adjustments
    ▪ Changes to the project scope may necessitate adjustments to the projecttimeline. The freelance UX Freelancer and the client will collaborate to establish arevised schedule that accommodates the modified scope while maintainingproject quality.
  ◦ Limits on Scope Changes
    ▪ Hourly Rate for Scope Changes
      • Hourly rates defined in the proposal apply for any scope change that results in more than €200 worth of additional work.
  ◦ Scope Freeze
    ▪ Once the project scope is mutually approved, any subsequent changes will be considered outside the original agreement. The freelance UX Freelancer has the right to decline additional work that falls beyond the defined scope or negotiate separate terms for new requirements.
• Deliverable Review
  ◦ The Client should provide feedback on or approve the Deliverable within **three business days** of the Freelancer's review request. Any concerns regarding Project Order specifications should be raised promptly for the Freelancer to rectify. Without Client's feedback, the Deliverable is deemed approved.

G. Acceptance of Deliverables and Revisions

• Final Deliverables

- ◦ Delivery Format
    - ◦ The final design deliverables will be provided in the agreed-upon format, as outlined in the project proposal.
- • Acceptance
  - ◦ The client agrees to promptly review and accept the final deliverables upon receipt. Any concerns or discrepancies should be communicated within
7 days of delivery.
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Client Approval by Sign-off
  - ◦ The client's approval, indicated by sign-off or written confirmation, is required at key project milestones as outlined in the project proposal.
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Deliverable Review, Feedback and Revisions
  - ◦ The Client should provide feedback on or approve the Deliverable
within three business days of the Freelancer's review request.
  - ◦ Any concerns regarding Project Order specifications should be raised promptly for the Freelancer to rectify. Without Client's feedback, the Deliverable is deemed approved.
  - ◦ The client agrees to provide clear and constructive feedback during the design process. Feedback should be consolidated and communicated through agreed-upon channels.
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Revision Limits
  - ◦ The agreed-upon number of revisions is outlined in the project proposal. If itis not outlined, the standard is 2 revisions.
  - ◦ Additional revisions beyond the agreed limit may be subject to additional charges equal to the charges of revisions outlined in the proposal. For charges regarding change requests beyond the scope requested, see "Change Polciy".
- • Revisions can be requested upon delivery of an agreed upon milestone or after delivery of the final result.
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Time frame for revisions
  - ◦ Any change requests to be included in a revision must be made within 3 working days. I will veto any change requests that require me to work more than 25% of the promised delivery days to include the changes.

H. Client Responsibilities

- • Providing Necessary Information
  - ◦ The client is responsible for providing all necessary information,materials, and approvals required for the completion of the project within the agreed-upon timelines.
- • The Client agrees to:
  - ◦ efficiently coordinate with non-Freelancer parties;
  - ◦ provide ready-to-use content for Deliverables unless otherwise stated in the Project Order;
  - ◦ proofread final product and rectify errors at own expense;
  - ◦ ensure all content is legally compliant, accurate, and meeting industry standards;
  - ◦ save Final Deliverables as the Freelancer is not obligated to retain a copy.
- • Third-Party Access: The client agrees not to share or provide access to deliverables to third parties without the explicit consent of the Freelancer.
- • The client is responsible for maintaining the confidentiality of any deliverables provided by the Freelancer. These deliverables include, but are not limited to, design mockups, prototypes, and final designs.

I. Termination

• If the Freelancer voluntarily terminates or the Client terminates due to Freelancer's fault, and the Client makes full payment, Freelancer assigns to the Client the rights and title outlined in this Agreement for Deliverables that Client approved as of termination.
• Post the expiry or termination of this Agreement
  ◦ Each party shall return or destroy the other party's Confidential Information based on preference. Except for the Services, all obligations and rights under the Agreement shall stand functional beyond the Agreement's lifetime, unless otherwise stated.
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Termination by Client
  ◦ The client reserves the right to terminate the agreement at any time by providing written notice. Termination **does not relieve the client of their obligation to pay for services rendered** up to the termination date.
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Termination by Freelancer
  ◦ The Freelancer may terminate the agreement if the client fails to adhere tothe terms and conditions outlined herein. Termination will becommunicated in writing with a detailed explanation.
• Termination of Services
  ◦ If payment remains outstanding for an extended period, the Freelancer reserves the right to terminate services and consider the contract void. Any work completed up to that point will be delivered to the client upon settlement of all outstanding payments, including late fees and collection costs.
• Termination Conditions
  ◦ Either party can terminate it on immediate notice or mutual consent.
    ▪ Termination on certain grounds is allowed, including insolvency, bankruptcy, or unrepaired breach of this Agreement **within ten days of receiving a breach notice**.
  ◦ Conditions that may lead to contract termination include: Failure to adhere to the agreed-upon payment schedule. Material breaches of contract terms. Mutual agreement between both parties.
• Termination Notice
  ◦ Either party may terminate the agreement by providing **written notice**. Termination shall not relieve the client of their obligation to pay forservices rendered up to the termination date.
• Deposit
  ◦ The already paid deposit is non-refundable and serves as the kill fee in case of termination. Additional expenses for work already done will be invoiced separately.
  ◦ See further under "Upfront Payments and Milestones".
• Refund Conditions
  ◦ Refunds will be considered under the following conditions:
  ◦ The project cannot be completed due to unforeseen circumstances. The client is dissatisfied with the initial work, subject to review and discussion.
• Payment upon Termination (Cancellation)
  ◦ See "Payment"

J. Accreditation

• The Freelancer may display the Deliverables for professional recognition in various platformsincluding but not limited to, their website, social media,and promotional materials, and claim authorship **unless objected by the Client**.
• Both parties can acknowledge their Project involvement and services on their promotional platforms and link to each other's websites with mutual consent.
• Client Approval for Publicity
  ◦ The client has the option to request limited or no public display of the project in the Freelancer's portfolio.

Such requests should be **communicated in writing**.

K. Confidentiality and Data Security

• Confidential or proprietary information ("Confidential Information") may be exchanged during this Agreement, including Preliminary Works.

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Non-Disclosure: Both parties agree to keep confidential the terms and conditions of this agreement, as well as any proprietary information shared during the course of the project.

• Both parties agree to keep this information confidential, avoid sharing it with third parties, and use it only for Project Order obligations unless mandated by legal or government bodies.

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All non-public information or information received from confidentiality-bound third parties constitutes Confidential Information.

• The obligation **to maintain confidentiality extends beyond Agreement termination as per German law**.

• If Confidential Information becomes public or is received from a third party, immediate notification is required.

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Exceptions: Confidentiality does not apply to information that is publicly available, already known by the receiving party without an obligation to keep itconfidential, or independently developed without reference to the otherparty's confidential information.

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Data Encryption: All communication channels and platforms utilized will employ industry-standard encryption for the security of sensitive information.

• Data Storage: Client data will be **stored securely for the duration of the project. After project completion, data will be retained for 60 days**, after which it will be securely disposed of.

L. Disputes

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Governing Payment Disputes

  ◦ In the event of a payment dispute, both parties agree to enter into good-faith negotiations to resolve the issue promptly. If a resolution cannot be reached, the dispute shall be subject to the dispute resolution mechanisms outlined in these terms.

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Dispute Resolution

  ◦ Mediation

    ▪ In the event of a dispute, both parties agree to attempt to resolve the matter through mediation before pursuing legal action. The mediator will be mutually agreed upon.

  ◦ Arbitration

    ▪ If mediation fails, any dispute or claim arising out of or in connection with these terms will be subject to arbitration in accordance with the rules of the **Chamber for International Commercial Disputes** judgment upon the awardrendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

M. Legal and Regulatory Compliance

• Know Your Client (KYC) Checks
    ◦ While not currently implemented, the possibility of future KYC checksexists. Any changes in this regard will be communicated in advance.

N. Indemnification

• Indemnification towards the Freelancer
    ◦ The client agrees to indemnify and hold the Freelancer harmless from any claims, losses, or damages arising out of or related to the client's use of the design work or any breach of these terms and conditions.
    ◦ The Client will indemnify the Freelancer against any third-party claims, damages, or costs resulting from breaches of the Agreement by the Client. If such claims arise, the Freelancer will notify the Client, who will then manage the case and related negotiations.
• Indemnification towards the Client
    ◦ Provided that terms of this Agreement are followed, the Freelancer will indemnify the Client against any costs or damages resulting from breaches of warranties made by the Freelancer, excluding instances of Client's gross negligence or misconduct. If such claims arise, the Client will notify the Freelancer, who will then manage the case and related negotiations. The Freelancer is not obliged to defend or indemnify against claims resulting from unauthorized or improper use of Deliverables by the Client.

O. Liability

• The maximum liability of the Freelancer and associates for any damages to the Client shall be limited to the Freelancer's net profit of this Agreement. The Freelancer is not liable for any indirect, consequential, or other similar damages, including lost data or profits, even if advised of the possibility of such damages.
• The Freelancer's liability for any damages, whether direct or indirect, arising out of the performance of services under this agreement is limited to the total compensation received for the project.
•
Force Majeure
    ◦ Neither party shall be liable for any delay or failure to fulfil the Agreement due to causes beyond their control, including but not limited to acts of government, natural disasters, war, acts of terrorism, or global pandemic. In such cases, timelines will be renegotiated.

P. Duration and Modification

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Expected Duration
    ◦ The expected duration of each contract will be determined based on the individual project requirements. This information will be outlined in the project proposal.
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Modification or Amendments of Terms
    ◦ The Freelancer reserves the right to modify these terms with reasonable notice. Clients will be informed of any changes in writing.
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Modification/Waiver

◦ The Agreement may be altered with written agreement from both parties. Extra costs authorized via email during time-critical situations may be added to the Freelancer's invoices and paid by the Client. Any failure to enforce Agreement rights or overlook any breach will not waive these rights.

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No Assignment

◦ Neither party can transfer its Agreement rights or obligations without prior agreement from the other. This rule can be bypassed if the entire business or a portion relating to the Project is sold or transferred.

Q. Testimonials and References

By agreeing to the terms and conditions outlined herein, the client acknowledges and agrees that upon successful completion of the project, they will provide either a video or written testimonial at the request of the Freelancer, unless agreed otherwise. This testimonial may be used forpromotional purposes, including but not limited to the Freelancer's website, portfolio,and social media channels.

The Client understands that the testimonial provided should accurately reflect their genuine experience and satisfaction with the services rendered. Failure to provide atestimonial upon request may result in future collaboration opportunities.

Upon nearing completion or upon completion of the project, the Freelancer will provide a set of questions to which the client may choose to answer in the video testimonial. The Client agrees to be a reference for the Freelancer's services when needed, for a reasonable period after the project is completed. The Freelancer will assist by supplying relevant questions for the testimonials, to be answered within three months after project completion.

R. Successive Projects

Successive projects between the Client and the Freelancer will be governed by these terms unless otherwise agreed upon in writing.

S. Insurance

The Client is responsible for obtaining any necessary insurance to coverpotential risks related to the project, including but not limited to intellectual property disputes.The Freelancer is insured under a professional liability insurance policy known as"Berufshaftpflichtversicherung." This insurance coverage ensures protection against any potential professional liabilities that may arise during the course ofthe project.

The Freelancer is insured for a sum of **€ 1,000,000.**

T. Public Endorsement

The Freelancer agrees not to publicly endorse or promote the Client's business without explicit permission, respecting the client's marketing and promotional strategies.

U. Severability

The general terms and conditions are acknowledged by the customer, excluding any terms and conditions the customer may have.

Changes and additions to this contract require written form. This also applies to modifying the requirement of written form.

There are no side agreements to this contract. If individual clauses of this contract are or become invalid or unenforceable, the remaining clauses shall remain valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable clauses will be replaced by valid clauses that most closely reflect the parties' true intentions.

Assignment of Rights

The assignment of rights from any contracts based on these terms and conditions is not permissible without the express written consent of the respective contracting party.

V. Third Party Services

If third-party services or tools are recommended or utilized during the project, the Client agrees to adhere to the terms and conditions of those services or tools.

W. Effective Date

These terms and conditions are effective as of
11.08.2024 and will remain ineffect until modified or terminated as per the outlined provisions.

X. Acknowledgement of Understanding

Both parties acknowledge that they have read, understood, and agreedto the terms and conditions outlined herein.

Y. Entire Agreement

These terms and conditions constitute the entire agreement between the client and the Freelancer and supersede any prior discussions, negotiations, or agreements, whether written or verbal.