

Agreement for Castle Builder's WordPress Troubleshooting Services

This agreement ("Agreement") is entered into on the below-signed date ("Effective Date"), between Castle Builder Design, Ltd. ("Castle Builder") and ("Client") (each a "Party," collectively, "the Parties"). This Agreement incorporates Castle Builder's Policies (located at www.castlebuilder.com/policies) which may be updated at any time without notification to Client. Castle Builder and Client agree as follows:

Scope of Work. Client engages Castle Builder's services ("Services") to assist in identifying and/or resolving Client's technical issues with their WordPress website, ("Website"). These Services entail (1) an introductory phone consultation (no more than 30 minutes) with Amélie Walker-Yung ("Amélie") of Castle Builder Design, Ltd. to discuss Client's technical problems; (2) the conducting of an assessment of Client's problem; (3) using technical troubleshooting to resolve minor problems to the Website where possible; and (4) if applicable, providing recommendations for problems requiring more time. Castle Builder will perform the Services identified by Client in the initial phone consultation. In the event Client later modifies the issues they would like Castle Builder to troubleshoot, Castle Builder will, in its sole discretion, make a decision of whether such modification warrants a new purchase of the Services or if it can be incorporated under this Agreement.

In the rare event that on the phone call, Amélie, in her sole discretion, determines that the Client's problem is inappropriate for the type of troubleshooting offered via the Services, Client will be refunded \$150.00 of the fee specified in Paragraph 6, and will be absolved of paying the entire fee.

Deliverables. Upon completion of the initial phone consultation, Castle Builder will, within two (2) business days, assess Client's problem, if possible by devoting two (2) hours to addressing the issue. In addition, Castle Builder will provide Client via email with a written summary of its findings, which will include a list of changes made during troubleshooting, identification of problems that may need more attention, and, if applicable, recommendations for future action ("Summary Report").

Performance Standard. Castle Builder promises the Services will be performed in a professional manner that is consistent with industry standards.

Term. The term of this Agreement will be starting from the Effective Date of this Agreement to the date Client pays the invoice for the Services ("Term").

Fees. The fee for the Services is \$200.00 ("Service Fee"). This amount covers the initial phone consultation, assessment, and troubleshooting. Client understands that by entering into this Agreement, Castle Builder will begin to spend time and energy towards assisting Client. Castle Builder will not accept any other requests from potential clients that might hinder the performance of its Services under this Agreement, so will be losing out on other income and business opportunities that are difficult to calculate. Due to this, the Service Fee is non-refundable in order to compensate Castle Builder for its time and loss of business.

In the rare instance that Castle Builder determines, based on the initial phone consultation and in Amélie's sole discretion, that a sufficient assessment of Client's issue cannot be performed within the time frame, Castle Builder will refund Client \$150.00 of the Service Fee, and will keep \$50.00, which will cover Castle Builder's time and services rendered on the call.

Payment. Client must submit payment of the Service Fee to Castle Builder of \$200.00 upon purchasing the Services.

Ownership of Work Product. Castle Builder retains all right, title, and interest to all work product created under this agreement, including copyright, trademark, patent, trade secret, and any other intellectual property or proprietary rights. "Work Product" shall mean reports, designs, notes, documents, information, know-how, algorithms, and encoding techniques that result from or arise from the Services.

Castle Builder hereby grants to Client a worldwide, limited, non-exclusive license to use, reproduce, copy, print, and distribute the contents of the Summary Report solely to a third party that has been engaged by Client to assist with the Website, provided that the purpose of such use, reproduction, copying, printing, and



distribution is for the sole purpose of addressing a technical problem on the Website. In no circumstances is Client authorized to sell the Summary Report, or permit others to do so.

Right of Refusal. Castle Builder reserves the right, in its sole discretion, to refuse to provide its Services to Client for any reason.

Confidentiality. In the course of providing the Services, Client will share passwords, usernames, and other confidential information with Castle Builder ("Confidential Information"). Client's information is collected securely on Castle Builder's website which has a 2048-bit industry standard SSL certificate. Client's password is encrypted with a public key using NaCl, an open source cryptography library, upon submission of the form (i.e. prior to transmission to a server). Once encrypted, the data can only be decrypted using Castle Builder's private key, which is stored exclusively on its computers, which are protected by password and stored in a secure environment. Confidential Information will be considered confidential and Castle Builder will keep such information private and secure using a reasonable degree of care, not share Confidential Information with third parties, and will only use it for the purposes of this Agreement.

Termination. When Client submits a request via the portal, Castle Builder begins to put in time, efforts, and energy into resolving Client's issue, including passing on other work. Thus, in the event that Client decides to terminate this Agreement, he/she should send written notice to Castle Builder, and Castle Builder will retain the \$200.00 non-refundable Service Fee for its time and to offset the business loss.

Representations. Client promises that (1) they have the authority and capacity to enter into this Agreement; (2) they own the Website and/or are authorized to make the changes to the Website requested for under this Agreement; (3) the information they share with Castle Builder is accurate and truthful; (4) the execution and performance of obligations made under this Agreement do not violate any other agreements to which they are a party; and (5) the execution and performance of obligations made under this Agreement do not violate any laws, regulations, or rights of a third party.

Relationship between the Parties. Castle Builder is an independent contractor of Client and nothing in this Agreement should be construed as establishing an employment, joint venture, partnership, or agency relationship between the Parties.

Warranty Disclaimer. CASTLE BUILDER DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE SERVICES WILL BE SECURE OR ERROR-FREE, NOT DOES IT GUARANTEE THE RESULTS OF THE SERVICES OR THAT IT WILL MEET CLIENT'S EXPECTATIONS OR REQUIREMENTS. IT DOES NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE, RELIABLE, OR DESIRABLE.

CLIENT'S USE OF THE SERVICES IS AT THEIR OWN RISK. CASTLE BUILDER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED VIA THE SITE AND SERVICES. CLIENT EXPRESSLY AGREES THAT THEIR USE OF, OR INABILITY TO USE THE SERVICE IS AT THEIR SOLE RISK. THE SERVICES AND ALL PRODUCTS AND SERVICES DELIVERED TO CLIENT THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY CASTLE BUILDER) PROVIDED "AS IS" AND "AS AVAILABLE" FOR USE, WITHOUT ANY REPRESENTATION, OR CONDITIONS OF MERCHANTABILITY, MERCHANDISE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

IN NO CASE SHALL CASTLE BUILDER, ITS OWNERS, EMPLOYEES, INTERNS, AGENTS, LICENSORS, SUPPLIERS, OR AFFILIATES BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM CLIENT'S USE OF THE SERVICES OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO CLIENT'S USE OF THE SERVICES OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICES OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY.

Indemnification. Client agrees to indemnify, defend, and hold harmless Castle Builder, its owners, employees, interns, agents, licensors, suppliers, and affiliates, from any claim, demand, suit, costs, and expenses, including reasonable attorneys' fees and costs, made by Client or any third-party due to or arising out of or relating to Client's use of the Services; Client's violation of any law or the rights of a third-party; any breach of representations or warranties made under this Agreement by Client; or Client's acts, errors, or

omissions, whether negligent or intentional, with respect to the subject matter this Agreement.

Limited Liability. In the course of providing the type of Services that Client has engaged Castle Builder to perform under this Agreement, Client understands that there are certain risks involved. CASTLE BUILDER DISCLAIMS ANY LIABILITY FOR ANY AND ALL (I) DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (II) LOSS OF PROFITS, (III) BUSINESS INTERRUPTION, (IV) REPUTATIONAL HARM, OR (V) LOSS OF INFORMATION OR DATA. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACTS, TORT, NEGLIGENCE STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CASTLE BUILDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BEFOREHAND.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, IN SUCH STATES OR JURISDICTIONS, its LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Waiver. Castle Builder's failure to enforce any provision of this Agreement will not be construed as a waiver or limitation of its right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Exclusive Remedy. In the event of a breach of this Agreement, Client's sole remedy will be \$20.00. Client agrees it will not seek any other type of relief. Further, all rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

Survival. In the event of the expiration or termination of this Agreement, all applicable provisions of this Agreement shall remain in force.

Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision will be severed and be inoperative, and the remainder of this Agreement will remain operative and binding on the Parties.

Choice of Law. These Terms shall be construed and interpreted according to the laws of the State of New York, without regard to its conflict of law provisions. You agree that any claim or dispute against Castle Builder or arising under this Agreement must be heard in a state or federal court located in New York County, New York. You agree to submit to the personal jurisdiction of the courts in New York with regards to any litigation against Castle Builder.

Entire Agreement. This Agreement constitutes a single integrated contract expressing the entire agreement between Client and Castle Builder with respect to the subject matter contained in this Agreement, and supersedes all prior and contemporaneous oral and written agreements and discussions with respect to its subject matter, and, except as specifically set forth herein, there are no other agreements, representations, promises or inducements, written or oral, express or implied, between the parties hereto with respect to the subject matter of this Agreement. All modifications to this Agreement must be in writing and signed by both parties.

Both Parties have read, understood, and agreed to the terms of this Agreement.

X _____

Signature Certificate

Document name: Agreement for Castle Builder's WordPress

Troubleshooting Services

🔒 Unique Document ID: 254C6EC6891DD4793968A5E041A21C0B5C09B182

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November 30, 2016 4:23 pm
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Audit

Agreement for Castle Builder's WordPress
Troubleshooting Services Uploaded by Amelie Walker-
Yung - webdesign@castlebuilder.com IP 64.78.254.8



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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