



Terms And Conditions Of Agreement

REV: 2026.1.0.3

Definitions:

For purposes of this Agreement, the terms “Client,” “Customer,” and “Signee” shall each refer to the individual, business entity, or organization entering into this Agreement and receiving services pursuant to its terms.

The terms “Owner,” “Manager,” “Operator,” “Provider,” “Carpathian,” and “Carpathian, LLC” shall each refer to the service provider and the party responsible for performing the services under this Agreement.

All such terms shall be interpreted as inclusive of any successors, assigns, officers, directors, agents, and representatives, as applicable, unless otherwise expressly stated herein.

Note: For your convenience, we’ve included a plain-language summary at the end of this document. It’s a helpful guide, but the full contract below is the official, legally binding agreement.

[1] INCORPORATION OF EXHIBITS:

The following exhibits are incorporated into this Agreement by reference and made part of the Agreement as if fully set forth herein:

- **Exhibit A** – Scope of Work Overview
- **Exhibit B** – Statement of Work (SOW)
- **Exhibit C** – Change Order

[2] SERVICES RENDERED:

2.1 Carpathian agrees to provide the services described in the governing Agreement to the Client in accordance with the project scope and specifications mutually agreed upon. Carpathian shall retain all right, title, and interest in and to all deliverables, work product, and assets until full and final payment has been received. No deliverables or usage rights shall transfer to the Client until such payment has been completed.

2.2 If the Client is dissatisfied with the services rendered, the Client may submit a written request for an appeal. Carpathian, at its sole discretion, may elect to either (i) offer a partial refund, or (ii) re-perform the services at a reduced fee, exclusive of any costs, third-party expenses, or non-refundable charges already incurred. Carpathian is under no obligation to provide refunds or redo services except as voluntarily determined at Carpathian’s discretion.



2.3 If the Client initially specifies the requirements for the service or deliverable, whether verbally, in writing, or through any other form of instruction and Carpathian fulfills the services in accordance with such specifications, and the Client later seeks to modify, change, or expand the project scope, additional fees shall be required to accommodate the new scope of work. No refunds or credits shall be issued for completed work rendered according to the original instructions, regardless of subsequent Client preference changes.

[3] ACCEPTANCE OF PRODUCT

Upon delivery of each deliverable under this Agreement, the Client shall have a period of ten (10) business days (the “Acceptance Period”) to review and test the deliverable to determine whether it conforms in all material respects to the applicable specifications set forth in the Statement of Work or project documentation. If the Client identifies any non-conformities, it shall notify Carpathian in writing before the end of the Acceptance Period, specifying the issues in reasonable detail. Carpathian, shall use commercially reasonable efforts to correct any such non-conformities and re-deliver the updated deliverable for acceptance. If no written notice is provided within the Acceptance Period, or if the Client uses the deliverable in a live or production environment, the deliverable shall be deemed accepted.

[4] INDEPENDENT CONTRACTOR STATUS:

Carpathian, LLC is engaged as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Carpathian, LLC shall be solely responsible for the payment of all compensation, benefits, and employment taxes for its personnel. The Client shall not be responsible for withholding or paying any federal, state, or local income tax, unemployment tax, or any other tax or benefit on behalf of Carpathian, LLC or its employees, contractors, or agents.

[5] INTELLECTUAL PROPERTY RIGHTS:

5.1 All materials, deliverables, software code (including source code, object code, scripts, and compiled applications), documentation, designs, artwork, animations, illustrations, and other content (collectively, “Work Product”) created, developed, or delivered by Carpathian under this Agreement shall be deemed original content and the sole and exclusive intellectual property of Carpathian.

5.2 Upon full and final payment of all fees due under this Agreement, Carpathian grants to the Client a non-exclusive, non-transferable, worldwide, irrevocable license to use, display, execute, and distribute the Work Product for the Client’s internal business operations or for any lawful commercial or private purpose, as applicable. Title and ownership of the Work Product, including all intellectual property rights therein, shall remain exclusively with Carpathian unless otherwise expressly agreed to in a separate, duly executed written agreement.

5.3 The Client shall not sell, sublicense, transfer, modify, create derivative works from, reverse engineer, decompile, or otherwise attempt to discover the source code of any Work Product without the prior written consent of Carpathian. Any request for full transfer of ownership,



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including rights to modify, distribute, or create derivative works without restriction, shall require a separate written agreement and may be subject to additional fees at Carpathian's discretion.

5.4 In cases where the Work Product includes third-party materials, software libraries, frameworks, open-source components, or other non-original content, Carpathian shall ensure that such components are properly licensed for the Client's intended use. Such third-party materials shall remain governed by their respective licenses and terms of use, and Carpathian makes no representations or warranties beyond the scope of those third-party licenses. All rights not expressly granted herein are reserved by Carpathian.

[6] PAYMENT TERMS AND SERVICE CONDITIONS:

6.1 Carpathian expects all Clients to remit payment of all invoiced amounts in full and in a timely manner. All payments must be made in accordance with the payment schedule and due dates specified in the governing Agreement or Contract.

6.2 If any payment is not received within three (3) calendar days after the specified due date, Carpathian reserves the absolute right, without notice, to immediately suspend all services, including access to any deliverables, without liability to the Client. Services shall not resume until all outstanding balances, including any applicable late fees or penalties, are paid in full.

6.3 Carpathian shall not commence the performance of any services—excluding the issuance of quotes—until the Agreement or Contract has been duly signed by the Client and a valid date of execution has been recorded. At Carpathian's sole discretion, a non-refundable deposit may be required prior to the commencement of services.

6.4 Failure by the Client to remit a required deposit in full may result in a delay or denial of services. In the event that a deposit is paid but the Client subsequently cancels, declines, or otherwise terminates services after work has commenced, the deposit shall be forfeited in its entirety and shall not be refunded under any circumstances unless otherwise required by applicable law.

6.5 If the Client ceases payment obligations, breaches the Agreement, or unilaterally terminates the Agreement after the deposit has been paid and services have either partially commenced or are completed, Carpathian shall retain the deposit in full, shall have no obligation to deliver any work product or services, and expressly reserves the right to pursue legal action for any remaining unpaid balances, damages, fees, costs, and associated remedies available under law.

6.6 Until full and final payment is received for all amounts owed, Carpathian retains all right, title, and interest, including intellectual property rights, in and to all deliverable assets, including but not limited to marketing materials, branding, artwork, wireframes, software products, source code, compiled applications, documentation, designs, and any associated materials ("Work Product").



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6.7 No Work Product, license rights, or usage rights shall transfer to the Client unless and until all amounts due to Carpathian have been fully paid. Carpathian retains the unrestricted right to reuse, resell, modify, license, or repurpose any withheld Work Product at its sole discretion.

6.8 In the event of any Client failure to remit timely payment, breach of this Agreement, or unilateral termination of the Agreement prior to full and final payment, any transfer of ownership or license of the Work Product to the Client shall be deemed **null and void**. Carpathian shall retain full ownership rights without obligation to deliver or license any incomplete or completed Work Product. No implied license or right of usage shall exist in favor of the Client under such circumstances.

6.9 Carpathian shall endeavor to complete all deliverables within the estimated timelines provided; however, all timelines, schedules, and delivery dates are estimates only and are not guaranteed. Carpathian shall not be liable for delays caused by, including but not limited to, changes in project scope, client-requested revisions, lack of client communication, unforeseen technical issues, or force majeure events.

6.10 If during the course of the project, the scope of work materially changes, or if unforeseen requirements, technical barriers, or complexity arise, Carpathian reserves the right to revise the project estimate and require additional payment or a revised Agreement prior to proceeding further. The Client's refusal to approve or pay for such revised estimates may be treated as a termination by the Client, and Carpathian shall have the right to cease work and retain any deposits or partial payments received.

6.11 Carpathian further reserves the right to prioritize work schedules, adjust resource allocations, and modify project delivery sequences based on internal capacity, Client responsiveness, and operational considerations, without liability for incidental or consequential damages arising from any such adjustments.

[7] PAYMENT:

7.1 Carpathian will make commercially reasonable efforts to adhere to the originally quoted project cost; however, the Client acknowledges and agrees that, due to the inherent complexities of software development and related services, additional expenses, technical requirements, or unforeseen project scope changes may arise. In such cases, the Client agrees to negotiate and execute a written revision or addendum to the original Agreement reflecting the updated costs. Carpathian shall have no obligation to continue services until such revised terms are mutually agreed upon and signed.

7.2 Any deposit paid by the Client shall be strictly non-refundable under any circumstances, including but not limited to Client cancellation, Client termination of the Agreement, breach of contract by the Client, or any failure by the Client to fulfill its obligations. The deposit secures Carpathian's time, resource allocation, and opportunity cost and shall be fully retained by Carpathian as liquidated damages.



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7.3 All remaining balances must be paid in full upon the earlier of (i) the conclusion of services rendered, or (ii) the contractual conclusion date, whichever occurs first. The Client agrees that once services have been concluded, payment of the full outstanding balance shall become immediately due and payable, regardless of whether the originally scheduled conclusion date has passed. Carpathian shall not be obligated to deliver any final Work Product, source code, designs, or deliverables until full payment has been received.

7.4 If Carpathian, in its sole discretion, elects to extend the timeline for the project's delivery or completion, then the final payment due date shall also be adjusted to align with the newly extended project completion date.

7.5 For Clients under retainer agreements, the Client must remit payment on or before the payment due date specified in the Agreement (whether monthly, quarterly, or annually). Any late payment shall incur a penalty equal to the greater of five hundred dollars (\$500.00 USD) or twenty percent (20%) of the applicable retainer cost for the current billing period. Carpathian reserves the right to immediately suspend all retainer services until all outstanding balances, including penalties, are paid in full.

[8] DISCLAIMER OF WARRANTIES:

Except as expressly stated in this Agreement or as required by applicable law, the Software and all related services are provided "as is" and "as available," without warranties of any kind, whether express, implied, or statutory. Carpathian, LLC expressly disclaims all other warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No oral or written information or advice given by Carpathian, LLC or its authorized representatives shall create a warranty.

[9] DISPUTE RESOLUTION, ATTORNEYS' FEES, AND ARBITRATION WAIVER

9.1 In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the performance of any obligations hereunder, the parties agree to first attempt in good faith to resolve the matter through non-binding mediation. The mediation shall be conducted in **Des Moines, Iowa**, before a neutral mediator mutually agreed upon by the parties. Each party shall bear its own costs of mediation, and the parties shall share equally in the mediator's fees. Mediation must commence within thirty (30) days of the first written request by either party unless otherwise mutually extended in writing.

9.2 If a resolution is not reached through mediation within thirty (30) days of its initiation, or within any extended period as agreed in writing, the dispute shall be submitted to final and binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall be conducted in **Des Moines, Iowa**, before a single arbitrator selected in accordance with such rules. Judgment upon the arbitration award may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be final and binding on the parties, and not subject to appeal or judicial review,



except as required to enforce the award or address evident partiality, fraud, or manifest disregard of the law.

9.3 The parties agree that arbitration shall be the exclusive forum for resolving any and all disputes arising out of or related to this Agreement, and each party expressly and irrevocably waives the right to a jury trial or bench trial in any court, except to the extent necessary to enforce an arbitration award or obtain temporary injunctive or equitable relief to preserve the status quo pending arbitration.

9.4 In any action, arbitration, or legal proceeding initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, expert witness fees, court or arbitration costs, collection fees, investigation expenses, and all costs incurred in connection with pre-litigation demands, mediation, arbitration, post-judgment collection, or appeal. If the Client is found to have willfully breached any material provision of this Agreement, Carpathian, LLC shall be entitled to recover its legal fees and enforcement costs at a rate of 1.5x (150%) of actual documented expenses, as liquidated damages to reflect the burden of pursuing enforcement against a deliberate breach.

9.5 The parties further agree that no claim shall be made for punitive damages, treble damages, or other extraordinary relief not expressly provided for in this Agreement, and that any monetary recovery shall be strictly limited in accordance with the provisions set forth in Section 10 below.

[10] LIMITATION OF LIABILITY

10.1 Exclusion of Certain Damages.

To the fullest extent permitted by applicable law, Carpathian, LLC, including its affiliates, officers, directors, employees, contractors, licensors, and agents, shall not be liable to the Client or any third party for any indirect, incidental, consequential, special, exemplary, punitive, or enhanced damages of any kind, including but not limited to loss of profits, loss of business opportunity, reputational harm, loss or corruption of data, or business interruption, arising out of or in connection with this Agreement or any deliverables, whether based on contract, tort, negligence, strict liability, or any other legal or equitable theory, even if Carpathian, LLC has been advised of the possibility of such damages.

10.2 In no event shall the total aggregate liability of Carpathian, LLC for any and all claims arising from or related to this Agreement, including any settlement, judgment, or award, exceed the lesser of:

- (i) fifty percent (50%) of the total amount paid by the Client to Carpathian, LLC under this Agreement as of the date of the event giving rise to the claim; or
- (ii) fifty percent (50%) of the original quoted project price.

For ongoing monthly service arrangements without a fixed project price, liability shall not exceed fifty percent (50%) of the aggregate fees paid by Client during the six (6) months immediately preceding the claim.



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In all cases, liability shall exclude all reimbursable, pass-through, or third-party expenses, which are not deemed recoverable as damages under this Agreement.

10.3 The Client expressly waives any right to recover speculative, indirect, or consequential damages, including but not limited to reliance or expectation damages, and agrees that the above limitations are material conditions of Carpathian, LLC's willingness to enter into this Agreement.

10.4 These limitations apply notwithstanding any alleged failure of essential purpose of any limited remedy and shall survive the termination, expiration, or completion of this Agreement. Certain jurisdictions do not allow some exclusions or limitations; in such cases, only the enforceable portion shall apply.

[11] GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa, without regard to its conflicts of law principles.

Subject to the dispute resolution procedures outlined in Section 9, the parties agree that any legal proceeding not subject to arbitration (e.g., for injunctive relief or to enforce an arbitration award) shall be brought exclusively in the state or federal courts located in Polk County, Iowa, and each party hereby irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue or forum non conveniens. This clause shall not be construed to prevent the enforcement of an arbitration award in any court having jurisdiction.

[12] BUSINESS PRACTICES:

12.1 Carpathian conducts business in a manner that prioritizes transparency, integrity, and the protection of its operations and reputation. Carpathian makes no representations of affiliation, endorsement, sponsorship, or partnership with any third-party brands, trademarks, products, or services that may appear within client content, marketing materials, websites, or promotional media, unless such affiliation is expressly stated in writing by Carpathian.

12.2 Carpathian reserves the unrestricted right, in its sole discretion, to decline, suspend, or terminate services to any individual, business, or organization for any reason, without obligation to provide justification.

12.3 Carpathian reserves the right to modify, amend, or update its terms, conditions, policies, pricing, or service offerings at any time. For material changes, Carpathian will provide reasonable notice via email or through its website. The most current version of Carpathian's terms and conditions is available at <https://carpathian.ai/legal/services-agreement> and will be attached to invoices sent from Carpathian. Carpathian will obtain written acceptance of any updated terms prior to their application to the Client's account or services. Pricing changes shall not apply to active fixed-term agreements until the next renewal period and as agreed upon by both Client and Provider.



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12.4 Carpathian shall not be liable for any damages, claims, or losses arising out of changes in business practices, refusals of service, or modifications to contractual terms. Carpathian expressly disclaims any obligation to update Clients individually regarding changes to business practices or contractual terms.

[13] AMENDMENTS AND MODIFICATIONS:

13.1 Each Agreement shall be assigned a unique revision number and date, displayed prominently on the cover page or heading (e.g., “REV: 2025.1.0.0”).

13.2 The terms and conditions governing the Client’s services shall be those contained within the specific Agreement version signed and executed by both parties at the time of contract execution.

13.3 Subsequent revisions, updates, or new editions of Carpathian’s terms and conditions shall not automatically amend, alter, or replace the terms of an already-executed Agreement. Any update that materially affects the rights or obligations of the parties must be implemented by execution of a new Agreement referencing the updated revision number.

13.4 Substantial changes to this Agreement, including but not limited to modifications of pricing, payment terms, intellectual property rights, or liability provisions, shall require the execution of a written Addendum or Amendment referencing the original Agreement and its revision number. Such Addendum or Amendment shall become binding and enforceable upon being signed by both the Client and an authorized representative of Carpathian. The original Agreement shall remain in full force and effect except as specifically modified by the executed Addendum or Amendment.

All Addenda and Amendments shall be deemed incorporated into the Agreement by reference.

[14] NON-SOLICITATION AND NON-COMPETITION:

(a) Non-Solicitation.

During the term of this Agreement and for a period of twenty four (24) months thereafter, the Client agrees not to, directly or indirectly, solicit, hire, or engage (whether as an employee, independent contractor, or otherwise) any employee, contractor, or consultant of **Carpathian** who was involved in the performance of services under this Agreement, without the prior written consent of Carpathian. This restriction does not apply to individuals who respond to general employment advertisements not specifically targeted at Carpathian personnel.

(b) Non-Competition.

The Client agrees that it shall not use any proprietary information, trade secrets, or other confidential materials provided by Carpathian under this Agreement to develop, offer, or support any software or service that directly competes with the core functionality of the software delivered, for a period of twenty four (24) months following the termination of this Agreement. This restriction applies only to the extent permitted by applicable law and is limited to the geographical area where the Client conducts substantial business operations.



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[15] TERM AND TERMINATION

15.1 This Agreement shall commence on the Effective Date and shall remain in full force and effect until the completion of the services described herein, unless earlier terminated in accordance with the provisions of this Section.

Either party may terminate this Agreement as follows:

- (a) by providing written notice to the other party of a material breach of this Agreement, if such breach remains uncured for a period of ten (10) business days following the breaching party's receipt of such notice;
- (b) immediately, upon written notice, in the event the other party becomes insolvent, makes an assignment for the benefit of creditors, is subject to any bankruptcy or insolvency proceeding, or otherwise ceases to conduct business in the ordinary course; or
- (c) for convenience, by providing no less than thirty (30) days' prior written notice to the other party.

15.2 In the event of termination for any reason, the Client shall remain unconditionally liable for (i) all fees for services rendered by Carpathian through the effective date of termination; (ii) any non-cancellable commitments or expenses incurred in reliance on the performance of this Agreement; and (iii) all work in progress and allocated but unused development time as reasonably determined by Carpathian in good faith. Any such amounts shall be due and payable immediately upon termination.

15.3 All deposits, prepayments, or partial payments made prior to the date of termination shall be deemed non-refundable and shall be retained by Carpathian as liquidated damages to offset opportunity costs, resource allocation, and administrative burden. In no event shall Carpathian be obligated to deliver any work product, source files, or intellectual property unless and until all outstanding amounts due have been paid in full.

15.4 Termination of this Agreement shall not affect any provisions that expressly or by their nature survive termination, including but not limited to provisions concerning intellectual property rights, payment obligations, confidentiality, limitation of liability, dispute resolution, and governing law.

[16] WAIVER:

In the event that any individual under the age of eighteen (18) years ("Minor") appears in any photographs, video recordings, or other media (collectively, "Media") related to or arising from the services performed under this Agreement, the signee shall be solely responsible for obtaining and retaining valid, legally enforceable written consent from the Minor's parent or legal guardian prior to the Minor's participation. The Company shall bear no responsibility or liability whatsoever for the failure to obtain such consent. If the signee fails to secure the necessary



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consents, the signee expressly assumes all risk, responsibility, and liability arising from or related to the inclusion of Minors in the Media. The signee agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and affiliates from any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the signee's failure to obtain the required consents.

[17] PRIVACY POLICY:

17.1 Carpathian is committed to protecting the privacy and personal information of its customers. Carpathian collects customer information, including but not limited to names, email addresses, phone numbers, physical addresses, and payment information (collectively, "Personal Information"), solely for the purposes of providing services, completing transactions, improving customer experiences, and fulfilling sales.

17.2 Under no circumstances will Carpathian sell, rent, lease, or otherwise disclose any Personal Information to third parties for commercial gain or financial profit.

17.3 Carpathian may, from time to time, send promotional communications or marketing materials to customers. Such communications will be sent only to individuals who have expressly consented to receive them, including but not limited to through completion of a subscription form, opting into notifications, or requesting information about special events. Customers may withdraw consent at any time by notifying Carpathian in writing.

17.4 Carpathian will not release or disclose any customer's Personal Information to any third party, including family members, friends, or other customers, without the customer's prior express written consent. Carpathian reserves the right to disclose Personal Information only as required by applicable law, regulation, subpoena, or legal process.

17.5 Privacy is recognized as a fundamental human right, and Carpathian will take all reasonable administrative, technical, and physical safeguards to protect customer Personal Information against unauthorized access, disclosure, alteration, and destruction.

[18] FORCE MAJEURE:

Neither party shall be liable for any failure or delay in performance under this Agreement (except payment obligations) due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, governmental orders, pandemics, or failures of suppliers or infrastructure. In the event of a force majeure event, the affected party shall promptly notify the other in writing and make reasonable efforts to resume performance as soon as practicable.



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[19] CONSULTATION BILLING AND FEES:

Client agrees to compensate Provider for consultation services at the hourly rates communicated in writing prior to the commencement of work. Billing is calculated in full hourly increments, with no prorating for partial hours. Invoices will be issued [monthly/biweekly/upon request], and payment is due within 9 days of the invoice date. Late payments may incur interest at the maximum rate permitted by law. Provider reserves the right to suspend or terminate services in the event of nonpayment.

[20] DATA RETENTION:

Upon termination of the working relationship or natural expiration of this Agreement, Carpathian will retain Client Data and Intellectual Property for a maximum of three hundred sixty-five (365) days. Client may request earlier deletion of their data at any time during this retention period, and Carpathian will comply within thirty (30) business days of such request. After the retention period expires or upon completion of a deletion request, Carpathian shall have no liability for any loss, corruption, or unavailability of Client Data. It is the Client's sole responsibility to retrieve or back up any data they wish to preserve prior to the end of the retention period.

Summary Notice (TL;DR):

This summary is here to help you understand the contract without all the legal jargon. It doesn't replace the full agreement, so if there's ever a difference between this and the actual contract, the official terms will win.

By signing this agreement, you're hiring Carpathian, LLC as an independent contractor to build and deliver software or related services as outlined in the attached documents. We take ownership of all work we create unless we both agree in writing to transfer it, and we'll gladly grant you usage rights once full payment is made. Payments follow the schedule we agree on, and deposits are non-refundable since we reserve time and resources to serve you. If you ever cancel or fail to pay, we'll retain all work (finished or not), and any unpaid balances may lead to collection or legal action.

We don't start until everything's signed and sometimes a deposit may be required. If payment is late, we may pause work and disable access to deliverables until the account is caught up. Final files, source code, or licenses won't be delivered until the balance is paid in full. If a project's scope changes significantly or something technical comes up that wasn't expected, we'll send an updated estimate before moving forward.

Once we deliver something, you'll have 10 business days to review and raise any issues. If we don't hear from you or you put it into use, we'll consider it accepted. Everything is delivered "as-is" unless specifically guaranteed in writing. We can't make promises about outcomes, and we're not liable for things like lost profits, delays, or third-party issues. If something goes wrong, the most we'd ever owe you is what you've already paid or the fair value of the work delivered, whichever is less.



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If there's ever a disagreement, we'll first try to work it out through mediation. If that doesn't resolve it, we'll go to binding arbitration in Des Moines, Iowa. No court battles or jury trials. The winning side can recover legal fees, and if there's clear bad-faith or a willful breach, we may seek 1.5x our legal expenses as liquidated damages.

To protect our business, we ask that you don't hire away our staff or use our proprietary tools or methods to build something competing for two years after our work ends. If a minor appears in any media we create for you, you're responsible for getting written parental consent first.

We sometimes revise our terms, but your signed version always governs unless both sides agree in writing to a change. We may also adjust timelines or scope based on your input, team availability, or external factors. Emergencies, natural events, or other "force majeure" situations might delay things; if so, we'll communicate and do our best to stay on track.

Lastly, your privacy matters to us. We protect your personal information, never sell it, and only use it to provide services or reach out when you've opted in. This agreement is governed by Iowa law, and any formal legal steps (if needed) would happen in Polk County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Client Name/Business: _____.
The signature(s) below state that the signee has read the attached Carpathian, LLC terms and conditions and is in full agreement.

Name/Date: _____.

Carpathian Rep: _____.