

SERVICE AGREEMENT

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INTRODUCTION

We started CIWebDesign because we genuinely love helping businesses build a powerful digital presence – and we want every project we take on to be a success for you. This Service Agreement ("Master Service Agreement" or "Agreement") is the foundation that makes that possible. It's entered into between CIWebDesign, a web design and digital services company based in Toronto, Canada ("CIWebDesign", "we", or "us"), and you, the client identified in the applicable Statement of Work ("Client" or "you").

Think of this Agreement as the rulebook that keeps our working relationship clear, fair, and productive. The general terms live here. The specifics of your project – scope, timeline, pricing – live in a separate Statement of Work ("SOW") that links back to this document. Together, they cover everything.

1. Definitions

To make sure we're on the same page throughout this Agreement, here's what we mean when we use these terms:

"Agreement" means this Service Agreement, including all Schedules, Exhibits, and SOWs incorporated by reference.

"Authorized Representative" means someone who has the authority to legally commit their organization to obligations under this Agreement – including signing SOWs, approving Change Requests, or agreeing to any amendments.

"Change Request" means a written request from either of us to modify the scope, deliverables, timeline, or pricing of an active SOW. These are handled under Section 7.

"Confidential Information" means any non-public business, technical, or financial information either of us shares with the other – whether in writing, verbally, or by letting the other party see it.

"Deliverables" means everything we produce for you under a SOW – the tangible outputs, the work product, the files, the finished product.

"Effective Date" means the date this Agreement is signed by both parties, or the date the first SOW referencing it is executed – whichever comes first.

"Estimated Timeline" means any timeline, schedule, or date we put in a SOW. It's our honest, good-faith projection – not a hard legal guarantee – unless we've specifically marked it as a **"Fixed Deadline"** in writing.

"Intellectual Property" or **"IP"** means all patents, copyrights, trademarks, trade secrets, designs, code, creative works, and other proprietary rights.

"Pre-existing IP" means any intellectual property either of us owned or had licensed before this Agreement started, or anything developed completely outside the scope of our work together.

"SOW" or **"Statement of Work"** means the project-specific document we both sign that lays out exactly what we're building, when, and for how much – and that references this Agreement.

"Third-Party Materials" means software, libraries, frameworks, tools, fonts, images, or any other materials owned or licensed by someone else that we incorporate into your Deliverables.

2. Relationship Between Service Agreement and SOW

2.1 Precedence

This Service Agreement handles all the legal and commercial fundamentals – liability, IP, confidentiality, dispute resolution, and so on. Your SOW handles the project specifics – scope, deliverables, timeline, pricing. If there's ever a conflict between the two, this Service Agreement wins on legal and commercial matters, unless the SOW explicitly calls out a specific override, both parties have agreed to it in writing, and a CIWebDesign Authorized Representative has initialled it.

2.2 Incorporation

Every SOW we both sign becomes part of this Agreement. A SOW isn't valid or binding unless it references this Service Agreement.

That said, we understand that projects sometimes get moving before paperwork is fully formalized. If you haven't yet formally signed an SOW but you have:

- Verbally told us you want to move forward (including on a phone or video call);
- Confirmed in writing via email, messaging, or any written channel; or
- Done something that shows the project has started – like making a payment, sending us your assets or login credentials, or approving work we've submitted –

then that action counts as your full acceptance of the applicable SOW and this Agreement, just as if you'd signed it. We may use any of the above as evidence of that acceptance, and you won't be able to dispute the Agreement's binding nature just because a formal signature wasn't collected.

2.3 Independent SOWs

Each SOW is its own independent engagement. If something goes sideways on one project, it doesn't automatically affect your other active projects with us – unless the entire Service Agreement is being terminated under Section 13.

2.4 Commencement as Acceptance

If we start work on your project at your request – or with your knowledge and without objection – whether or not the SOW has been formally signed, you're agreeing to the most recent SOW version we've shared with you and to this Service Agreement in full. That means:

- The scope, pricing, and terms in that SOW govern the work.
- You can't dispute the terms just because the SOW wasn't signed, as long as you had a reasonable chance to review it before we started.
- If you confirmed scope or pricing verbally on a recorded or documented call, that carries the same weight as written confirmation.

3. Scope of Services

3.1 Services

We're here to help bring your digital vision to life. Depending on your project, our services can include website design and development, mobile application development,

progressive web application (PWA) development, UI/UX design, branding and identity, search engine optimization (SEO), social media marketing (SMM), and related digital services – all as described in your SOW.

3.2 SOW as Definitive Scope

What's in your SOW is what we're building. The scope of each project is defined exclusively by the deliverables and requirements listed there. If something wasn't written into the SOW – even if it came up in conversation, felt implied by the project type, or seemed like a reasonable assumption – it's out of scope. If you want it added, we go through the Change Request process in Section 7.

3.3 Standard of Care

We hold ourselves to a high standard. Every project we take on is delivered professionally and with the same care and quality you'd expect from an experienced digital agency. We work to industry standards and bring our full expertise to every engagement.

3.4 Subcontracting

Sometimes we bring in trusted specialists – vetted freelancers or subcontractors – to help us deliver the best possible result for your project. When we do, they're held to the same confidentiality and IP obligations as we are. We remain fully accountable for their work, just as if we'd done it ourselves. They're also not permitted to share, publish, or reference anything about your project without your written consent.

4. Timelines and Delivery

Heads up: Every timeline in your SOW is an honest estimate, not a legal guarantee – unless we've explicitly labelled it a "Fixed Deadline" in writing. Our estimates are based on the best information we have at the time, and they assume you'll be responsive and available throughout the project.

4.1 Estimated Timelines

All project timelines, schedules, milestones, and delivery dates in a SOW are estimates unless a specific date is expressly marked as a "Fixed Deadline." Missing an estimated

date is not a breach of this Agreement – it's a normal part of how complex creative and technical projects work.

4.2 Client-Caused Delays (Client Clock Principle)

We move fast when you move with us. Timelines depend on your timely involvement, including:

- Sending us the assets, content, credentials, and access we need within the agreed timeframes.
- Reviewing deliverables and giving us feedback within 3 business days of submission, unless your SOW says otherwise.
- Responding to our questions and requests promptly so we can keep things moving.

If delays on your end push the timeline out, the schedule extends day-for-day at minimum, and we won't be on the hook for the resulting delay.

If we've reached out through email, phone, or messaging and haven't heard back from you in 5 or more consecutive business days, we have the right to:

- Formally place your project on hold with written notice to your last known email;
- Reassign our team to other active projects; and
- Charge a Project Resumption Fee when you're ready to pick things back up (see Section 4.4).

Your project stays on hold until the Resumption Fee is paid in full and you've confirmed in writing that you're ready to go again.

4.3 Timeline Extensions

If your project timeline needs to shift – because of scope changes, delays on your end, a hold, or a force majeure event – we'll give you a revised estimated timeline in writing. That revised timeline replaces the original one.

4.4 Project Hold and Resumption Fee

When a project goes on hold because you've been unresponsive, here's what happens when you want to restart:

- **Resumption Fee:** A flat fee of CAD \$250 (or whatever's specified in your SOW) is due before we pick up where we left off. This covers the admin work, re-onboarding, and resource reallocation it takes to get your project back on track.
- **Re-scoping:** If the hold lasted more than 30 calendar days, we may need to revisit the scope, timeline, and pricing to reflect any changes in our availability, third-party costs, or technology. We'll issue a revised SOW or Change Request before restarting.
- **No Liability:** We're not responsible for any delays, losses, or consequences that result from a hold triggered by your unresponsiveness.
- **Project Abandonment:** If we still haven't heard from you 30 or more consecutive calendar days after sending the hold notice, we may treat the project as abandoned and close it out under Section 13.3. All payments received to that point are non-refundable and we have no obligation to deliver any further work.

5. Client Obligations

5.1 Cooperation

Great websites come from great collaboration. We do our best work when you're engaged and responsive. To keep your project on track, we ask you to:

- Give us one clear point of contact who can make decisions and approvals on your behalf.
- Provide everything we need – assets, content, credentials, access – in a timely way, as outlined in your SOW.
- Review our work and send feedback within the timeframes in Section 4.2 or your SOW.
- Make sure that anything you give us – copy, images, logos, files – is either owned by you or properly licensed, and doesn't step on anyone else's rights.

5.2 Accuracy of Information

You know your business better than anyone. What you tell us shapes what we build, so it's important that the information, requirements, and materials you provide are accurate and complete. If something is off on your end, we can't be held responsible for how it affects the final Deliverables.

5.3 Third-Party Costs

Our project fees cover our work – not third-party tools and services. Unless your SOW specifically includes them, things like domain registration, hosting, premium plugins, stock images, API subscriptions, SSL certificates, and app store fees are on you.

6. Acceptance and Deemed Acceptance

6.1 Delivery and Review

When we deliver a milestone or the final Deliverables, we'll let you know in writing (email works great). From that point, you have 10 business days – your Review Period – to either:

- Accept the Deliverables in writing; or
- Send us a detailed, written list of specific issues, referencing the requirements in your SOW.

6.2 Deemed Acceptance

Please note: If we don't hear from you – no written acceptance and no written itemized rejection – by the end of the Review Period, we'll treat the Deliverables as accepted. Silence equals sign-off.

6.3 Rejection and Cure

If you send us a valid written rejection, we'll get to work on the identified issues. We have at least 10 business days to address them. Once we resubmit, a new 5-business-day Review Period begins. Anything not specifically flagged in your rejection notice is considered accepted.

6.4 Acceptance Criteria

Whether Deliverables are accepted or rejected comes down to one thing: do they match what was written in the SOW? We can't accept rejections based on:

- Features or functionality that were never in the SOW.

- Personal preferences – like wanting a different colour or font – that weren't documented as requirements when we started.
- New requirements that came up after the SOW was signed but weren't submitted as Change Requests.

If you'd like aesthetic changes after delivery that go beyond your documented requirements, we're happy to help – we'll just handle them as a Change Request under Section 7.

7. Change Management

Good to know: We don't do out-of-scope work without a signed Change Request. It keeps the project clear for both of us – no surprises on scope, timeline, or cost.

7.1 Change Request Process

Any change to scope, deliverables, requirements, timeline, or pricing follows this straightforward process:

1. **Request:** Either of us submits a written Change Request describing what needs to change.
2. **Assessment:** We'll review the impact on scope, timeline, and cost within 5 business days and give you a written estimate.
3. **Approval:** Nothing gets started until both of us sign the Change Request.
4. **Execution:** Once signed, it becomes a formal amendment to your SOW.

7.2 Verbal Requests

We love chatting with our clients – but a conversation isn't a Change Request. Requests made verbally or informally (including over email, Slack, or any other messaging tool) aren't binding until they've been documented and signed under Section 7.1. We won't start work on anything that hasn't been formalized.

7.3 Client-Initiated Scope Additions

If new requirements come up during the project – new compliance standards, accessibility needs, security testing, performance targets, or third-party integrations that

weren't in the original SOW – those are scope additions. They need to go through the Change Request process. We also reserve the right to decline scope additions that would fundamentally change the nature of what we're building.

8. Pricing and Payment

8.1 Fees

Your project fees are set out in your SOW. Unless stated otherwise, everything is in Canadian Dollars (CAD) and doesn't include applicable taxes. If you're a Canadian client, we'll add HST/GST to your invoices as required by the CRA. If you're outside Canada, any taxes, duties, or levies in your jurisdiction are your responsibility – we won't be liable for those.

8.2 Payment Schedule

Your SOW sets the payment schedule. If it doesn't specify otherwise:

- Invoices are due within 14 calendar days of the invoice date.
- Payment can be made by e-transfer, wire transfer, or Stripe – whichever is noted on your invoice.

8.3 Late Payments

We count on payment to keep your project moving. If an invoice isn't paid within 21 calendar days of the invoice date, a late fee of 1.5% per month (or the maximum allowed by law, whichever is lower) will apply to the outstanding balance. We also reserve the right to pause work on your project if an invoice is more than 21 days overdue – and that's without giving up any other rights we have.

8.4 Non-Refundable Payments

Payments made under your SOW are non-refundable, except in cases where we've failed to deliver the specific services described. Your payments cover real work, real time, and real resources we've committed to your project. Refunds won't be issued for:

- Work that's been delivered and accepted (or deemed accepted).
- Dissatisfaction with Deliverables that match your SOW.

- Your decision to pause, cancel, or walk away from a project.

8.5 Milestone Payments and Work Authorization

If your project is structured around milestone payments, each payment you make is the green light for us to start the next phase. We won't begin a new phase until we've received the corresponding payment.

9. Intellectual Property

9.1 Custom Work Product – Yours When Paid in Full

Once you've paid everything owed under your SOW, everything we custom-built for you is yours – full ownership. That includes custom designs, custom code, custom graphics, and custom written content created specifically for your project.

9.2 Pre-existing IP

We each keep ownership of whatever we brought to the table before the project started. If we use any of our own pre-existing tools, frameworks, or IP in your project, you get a non-exclusive, non-transferable, perpetual, royalty-free license to use that material – but only as part of the delivered project.

9.3 Third-Party Materials

Your Deliverables may include third-party tools and materials – open-source libraries, WordPress themes, plugins, fonts, stock images, APIs, and so on. Those stay governed by their own licenses. We'll do our best to flag any significant third-party components, but we can't take responsibility for the terms that come with them.

9.4 IP Before Full Payment

Until your final payment clears, everything we've built remains ours. You don't have the right to use, launch, distribute, modify, or sublicense the Deliverables until the account is settled. We can also hold back access to staging environments, code repositories, and design files until you're paid up.

9.5 Portfolio Rights

We're proud of the work we do, and we love showing it off. Unless you ask us in writing within your SOW to keep things private, we reserve the right to feature your completed project in our portfolio, on our website, and across our social media and marketing channels – including screenshots, project write-ups, and case studies. Any subcontractors we work with are not permitted to share your project details without written consent from both of us.

10. Confidentiality

10.1 Obligations

We both agree to keep each other's confidential information safe. Specifically, each of us will:

- Treat the other's Confidential Information with strict confidence.
- Not share it with anyone outside without prior written consent – except with team members, contractors, or advisors who genuinely need it and are bound by the same level of confidentiality.
- Only use it for the purposes of the project we're working on together.

10.2 Exclusions

Not everything is confidential. These exceptions apply:

- Information that's already publicly available, through no fault of ours.
- Information you already knew before we shared it.
- Information we independently developed without using anything you told us.
- Information we're legally required to disclose – in which case we'll give you as much notice as we can.

10.3 Duration

These confidentiality obligations stick around for 3 years after this Agreement ends.

11. Data Protection and Privacy

11.1 Compliance

We both take privacy seriously. Each party agrees to follow all applicable data protection and privacy laws, including Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) and any equivalent legislation that applies in your jurisdiction.

11.2 Client Data

If we ever handle personal data belonging to you or your customers as part of the work, here's our commitment:

- We'll only use that data to deliver what's in your SOW.
- We'll keep it protected with reasonable technical and organizational safeguards.
- We'll notify you promptly if we ever discover or suspect a data breach involving your personal data.
- When the project wraps up, we'll delete or return your data on request – unless the law says otherwise.

11.3 Client Responsibility

You're responsible for making sure you have the legal right to share any personal data with us, and that doing so is consistent with your own obligations to your users, customers, and regulators.

12. Warranties and Disclaimers

12.1 CIWebDesign Warranties

We stand behind our work. We warrant that:

- Everything we deliver will be done professionally and to industry standards.
- Your Deliverables will materially match the specifications in your SOW at the time of delivery.
- To the best of our knowledge, the custom work we create won't infringe on anyone else's intellectual property rights.

12.2 Client Warranties

By working with us, you're confirming that:

- Everything you give us – content, images, branding, materials – is either owned by you or properly licensed.
- You have the authority to sign this Agreement and your SOW.
- You'll use the Deliverables in compliance with all applicable laws and regulations.

12.3 Disclaimer

Important: BEYOND WHAT'S EXPLICITLY STATED ABOVE, CIWEBDESIGN MAKES NO WARRANTIES – EXPRESS OR IMPLIED – INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DON'T GUARANTEE THAT YOUR DELIVERABLES WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT THEY'LL ACHIEVE SPECIFIC BUSINESS OUTCOMES BEYOND WHAT'S WRITTEN IN YOUR SOW.

12.4 Post-Delivery Warranty Period

We don't just hand things over and disappear. After your Deliverables are accepted (or deemed accepted), you get a 30-day warranty period during which we'll fix – at no extra charge – any genuine bugs or defects that stop things from working as specified in your SOW. This warranty doesn't cover:

- Issues caused by changes you or someone on your end made to the Deliverables.
- Compatibility problems caused by third-party updates (hosting providers, plugins, browsers, operating systems).
- New features or functionality that weren't part of the original SOW.

13. Termination

13.1 Termination for Breach

If either party seriously drops the ball on their obligations and doesn't fix it within 30 days of written notice, the other party can terminate the SOW or this Agreement. We both get a fair chance to make things right before it comes to that.

13.2 Termination for Convenience by Client

If you decide to cancel a project, you can do so with 30 days' written notice. Here's how we handle it:

- You'll be responsible for paying for all work completed up to the termination date, calculated as a pro-rata share of the total SOW based on milestones completed and work in progress. Work in progress is valued based on our internal time and resource records.
- Any Deliverables or work-in-progress you've paid for will be handed over to you in their current state, as-is.
- We won't refund any milestone payments already made.

13.3 Termination for Non-Payment

If a payment is more than 30 calendar days overdue, we can terminate the applicable SOW immediately with written notice – and we'll still pursue recovery of everything owed, plus any late fees.

13.4 Effect of Termination

When a SOW or this Agreement ends:

- We'll each return or destroy the other's confidential materials on request.
- The clauses that should naturally outlast the Agreement – IP rights for paid work, confidentiality, liability limits, indemnification, and dispute resolution – keep standing.
- Termination doesn't erase your obligation to pay for work that's already been done.

13.5 Termination of Service Agreement

Either party can terminate the full Service Agreement with 60 days' written notice. But this won't disrupt any SOWs currently in progress – those continue under this Service Agreement until they're either finished or separately terminated.

14. Limitation of Liability

14.1 Cap on Liability

If something goes wrong on a project, our total liability to you – under any legal theory – is capped at the total amount you've actually paid us under the relevant SOW. That's the ceiling.

14.2 Exclusion of Consequential Damages

We won't be liable for indirect, incidental, special, consequential, or punitive damages – things like lost revenue, lost profits, lost business opportunities, lost data, or the cost of finding replacement services. This applies even if we knew those kinds of losses were possible.

14.3 Client Acknowledgment

By working with us, you acknowledge that our pricing reflects these liability limitations – and that we wouldn't be able to offer our services at competitive rates without them.

15. Indemnification

15.1 By Client

You agree to protect, defend, and hold CIWebDesign and our team harmless from any claims, damages, losses, or legal costs that arise from:

- Content, materials, or assets you provided that infringe on someone else's intellectual property or rights.
- Using the Deliverables in ways not covered by the SOW or that break the law.
- Any breach of the representations and warranties you've made in this Agreement.

15.2 By CIWebDesign

We'll protect you from any third-party claims that the custom Deliverables we created (not counting anything you provided or third-party materials) infringe on someone's intellectual property rights – as long as you notify us promptly and give us reasonable control to handle the defence.

16. Dispute Resolution

Our approach: We'd always rather talk it out than fight it out. If something comes up, let's start with a conversation – we're confident that most issues can be resolved quickly and fairly.

16.1 Negotiation

If a disagreement comes up, both parties agree to try to work it out through good-faith discussions between Authorized Representatives. We give this process 15 business days from the date either party puts the dispute in writing.

16.2 Mediation

If talking directly doesn't get us there, we'll bring in a mutually agreed-upon mediator before anyone runs to a lawyer. We each cover our own costs; the mediator's fee gets split down the middle.

16.3 Arbitration (International Clients)

If you're based outside Canada and mediation doesn't resolve things – or if either party doesn't engage in good faith – we'll move to binding arbitration under ICC rules, conducted in English by a single mutually agreed arbitrator (or one appointed under ICC rules if we can't agree). The arbitrator's decision is final and enforceable in any court with jurisdiction.

16.4 Litigation (Domestic Clients)

For Canadian clients, if mediation doesn't resolve the dispute, either party can pursue their legal remedies under the governing law set out in Section 17.

16.5 Continued Performance

While a dispute is being worked through, you keep making undisputed payments and we keep delivering on any SOWs not directly tied to the dispute – unless the situation physically prevents it.

17. Governing Law and Jurisdiction

17.1 Governing Law

This Agreement and all SOWs are governed by the laws of the Province of Ontario, Canada – without applying any conflict of law rules that might point elsewhere.

17.2 Jurisdiction

For Canadian disputes (Section 16.4), both parties agree to the exclusive jurisdiction of Ontario courts. You waive any objection to that venue. International disputes are handled under Section 16.3.

18. Force Majeure

Life happens. Neither of us will be held responsible for failing to deliver on our obligations if something completely outside our control gets in the way – natural disasters, government actions, pandemics, war, terrorism, internet infrastructure failures, third-party cyberattacks, or supplier failures. Whoever's affected needs to give prompt written notice and do what they reasonably can to minimize the impact. If the situation drags on for more than 60 consecutive days, either party can close out the affected SOW without penalty.

19. Non-Solicitation

For the duration of this Agreement and for 12 months after it ends, neither of us will directly or indirectly poach the other's team members – employees, contractors, or consultants who worked on our projects together – without the other party's written consent.

20. General Provisions

20.1 Entire Agreement

This Service Agreement, together with all SOWs and Change Requests, is the complete agreement between us. It replaces everything that came before – verbal conversations, email threads, proposals, and earlier drafts.

20.2 Amendments

Any changes to this Agreement need to be in writing and signed by Authorized Representatives from both sides. Not enforcing something once doesn't mean we've given it up forever. We keep a public version history of this Service Agreement at the URL in Section 21. The version in effect when your SOW is signed is the one that governs your engagement. Updates only apply to new SOWs signed after the update date.

20.3 Severability

If any part of this Agreement turns out to be unenforceable, the rest of it keeps going. The unenforceable part will be adjusted to the minimum extent needed to make it workable, while staying true to what both parties originally intended.

20.4 Waiver

Not calling out a violation doesn't mean we've let it slide permanently. A one-time pass on a default isn't a blanket waiver going forward.

20.5 Assignment

Neither of us can hand this Agreement or any SOW off to someone else without the other's written consent – except that CIWebDesign can assign it as part of a merger, acquisition, or sale of the business.

20.6 Notices

All formal notices should be in writing and sent by email to the addresses in the applicable SOW. A notice is considered received the next business day after it's sent.

20.7 Independent Contractor

CIWebDesign is an independent contractor. Nothing here creates an employment relationship, partnership, joint venture, or agency between us.

20.8 Counterparts

This Agreement can be signed in separate counterparts – each one is considered an original, and together they form one complete Agreement. Electronic signatures carry the same legal weight as ink.

21. Acceptance and Incorporation by Reference

This Service Agreement governs all the work CIWebDesign does for our clients. It doesn't get signed on its own – instead, it becomes part of every Statement of Work we issue.

When you sign, electronically accept, or otherwise execute an SOW that references this Agreement, you're confirming that:

- You've read and understood everything in this Service Agreement;
- You're agreeing to be bound by it from the moment you execute your SOW;
- The person signing your SOW has the authority to commit your organization to these terms; and
- No separate signature on this document is needed – your SOW signature covers it.

To be absolutely clear: if you give us verbal authorization to proceed, pay a deposit, send us your project files, or do anything else that shows you're moving forward – with or without a formally signed SOW – that counts as full acceptance of this Agreement.

We strongly encourage everyone to review and sign their SOW before we kick off a project, but if work has clearly started, the absence of a signature won't undo your obligations under this Agreement.

A current, version-controlled copy of this Service Agreement is always available at: <https://ciwebdesign.ca/service-agreement>

We may update this Agreement from time to time. Updates take effect for new SOWs executed after the update date. If your project is already underway, the version of this



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Service Agreement that was in effect when you signed your SOW is the one that applies to you.

END OF SERVICE AGREEMENT

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