

# Terms & Conditions for Worthy Chukwuemeka – Full-Stack Developer & Designer Services

Welcome to Worthy Chukwuemeka's Full-Stack Development and Design services. By engaging my services, you (the Client) agree to be bound by the following terms and conditions. Please read carefully as these terms outline the responsibilities, service scope, pricing structure, and rights of both parties.

## 1. Service Agreement

These terms cover services provided by Worthy Chukwuemeka in the areas of full-stack web development, UI/UX design, and graphic design. All services, whether web development, design, or consultation, will adhere to the scope defined at the start of each project or engagement.

## 2. Project Scope

- ★ The project scope, timeline, and deliverables will be agreed upon before commencement. Any modifications or additional requests during the project will be treated as out-of-scope and subject to additional fees.
- ★ Major changes that affect the timeline or deliverables will require a new agreement or an amendment to the existing one.

## 3. Price & Payment Terms

- ★ **Initial Consultation:** Free initial consultation for up to 45 minutes to understand the project requirements.
- ★ **Project Pricing:** All projects will be priced based on the complexity, time frame, and scope of the work. Pricing may include hourly rates, fixed fees, or milestone-based payments.
- ★ **Deposit:** A non-refundable deposit of **[30%]** is required upfront before work begins. The remaining balance will be paid upon completion or in milestones as agreed.
- ★ **Invoices:** Invoices will be issued for each milestone, phase of the project, or upon project completion. Payment is due within **[14]** days of the invoice date.
- ★ **Late Payments:** A **[5%]** late fee may be added to overdue invoices, and work may be paused if payments are not received within **[7]** days of the due date.

## 4. Price Scheduling

- ★ **Hourly Rate:** My hourly rate for development-related work starts at **[\$12.50]** per hour, and or design work begins at **[\$9]** per hour. Please note that rates are subject to change after the scope of the project and requirements are discussed.
- ★ **Flat Rate Projects:** Depending on the project, a flat rate can be agreed upon. This rate is non-negotiable once agreed upon unless the project scope changes significantly.
- ★ **Revisions:** The project includes **[two]** rounds of revisions within the agreed scope. Additional revisions may incur extra costs.
- ★ **Emergency Work:** Work required outside of regular hours or rush projects (within 24 hours) will be billed at **[150%]** of the standard hourly rate.

## 5. Intellectual Property Rights

- ★ Upon full payment, the Client will hold ownership of all final designs, code, and deliverables. However, I retain the right to display these works in my portfolio or for promotional purposes unless the Client explicitly states otherwise in writing.
- ★ If the project is canceled before completion, I retain ownership of any work completed until that point, and any outstanding payments will still be due for work rendered.

## 6. Client Responsibilities

- ★ The Client agrees to provide timely feedback, approvals, and any assets necessary for the project to progress.
- ★ Any delays caused by the Client (e.g., late feedback or missing information) may result in a change to the project timeline and additional costs.

## 7. Project Timelines & Deadlines

- ★ The timeline for project delivery will be agreed upon in advance. However, timelines are estimates and may change due to unforeseen circumstances.
- ★ I will not be held responsible for project delays caused by external factors or delays on the Client's end.

## 8. Revisions and Changes

- ★ A set number of revisions are included in the project quote (typically **[two]** rounds). Any additional revisions will incur extra costs based on the agreed hourly rate or additional fixed fees.

- ★ Requests for major changes or new features after the project scope has been agreed upon will be treated as new work and subject to a new quote or additional fees.

## 9. Cancellation & Refund Policy

- ★ Either party may cancel the project with written notice.
  - **Client Cancellation:** If the Client cancels the project after work has begun, the deposit is non-refundable, and payment for any completed work up until cancellation is required.
  - **Provider Cancellation:** If I need to cancel the project, a refund of any unused portion of the deposit will be issued.

## 10. Confidentiality

- ★ I agree to keep all proprietary or confidential information provided by the Client confidential and not to share it with third parties without the Client's consent.
- ★ The Client agrees not to disclose any non-public aspects of my pricing, processes, or intellectual property to third parties.

## 11. Limitation of Liability

- ★ I am not liable for any indirect, special, incidental, or consequential damages (including loss of profits, data, or revenue) resulting from delays or failures in completing the project, except in cases of willful misconduct or gross negligence.

## 12. Warranties

- ★ I warrant that the services provided will conform to industry standards and agreed-upon project requirements.
- ★ All work will be tested for bugs and errors, but the Client must report any defects within [30] days of delivery for corrections.

## 13. Termination

- ★ I reserve the right to terminate the agreement if the Client breaches any terms or fails to pay for services rendered. The Client will be given [7] days' notice to remedy the situation.

## 14. Governing Law

- ★ These terms and conditions are governed by the laws of **[Nigeria]**, and any disputes arising from this agreement shall be resolved under the jurisdiction of its courts.

## **15. Acceptance of Terms**

By engaging my services, the Client acknowledges that they have read, understood, and agreed to these terms and conditions. Any amendments to this agreement must be made in writing and signed by both parties.