

TERMS AND CONDITIONS

Master Service Agreement

Arken Creatives LLC

These Terms and Conditions ("Agreement") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("Client"), and **Arken Creatives LLC** ("Service Provider", "we", "us", or "our"), concerning your access to and use of our digital services, including but not limited to UI/UX design, full stack development, and AI automation.

1. Scope of Services

Arken Creatives LLC agrees to provide the specific digital and creative services as detailed in the separate Project Proposal or Statement of Work (SOW) mutually agreed upon by both parties. Any additional services requested outside the initial scope will require a separate agreement or an official change order and may incur additional fees.

2. Client Responsibilities

To ensure the successful and timely delivery of the project, the Client agrees to:

- Provide all necessary branding materials, text, images, and other requested assets promptly.
- Ensure that all provided materials do not infringe on any third-party intellectual property rights.
- Designate a primary point of contact authorized to make decisions and provide feedback.
- Review deliverables and provide consolidated, actionable feedback within the timeframe specified in the Project Proposal.

3. Project Timelines and Completion

Time management and clear scheduling are critical to the success of our collaboration. The following terms govern project delivery:

3.1 Estimated Schedules

Arken Creatives LLC will provide an estimated timeline for project milestones and final delivery within the Project Proposal. While we strive to meet all projected deadlines, these dates are estimates and depend heavily on continuous collaboration.

3.2 Definition of Completion

A project is deemed "complete" when all deliverables outlined in the primary SOW have been delivered to the Client, or when the website, application, or design assets are officially handed over, deployed, or approved via sign-off.

3.3 Client-Caused Delays

Timely delivery is contingent upon the Client providing necessary assets, approvals, and feedback. If the Client fails to provide requested materials or feedback within five (5) business days of a request, the project timeline will be paused. Subsequent milestones and the final completion date will be extended proportionally. Significant delays (exceeding 30 days) may result in the project being archived and subject to a reactivation fee.

3.4 Force Majeure

We are not liable for delays or failures in performance resulting from acts beyond our reasonable control, including but not limited to natural disasters, infrastructural outages, severe illness, or third-party service failures.

4. Revisions and Feedback

Our standard agreements include two (2) rounds of revisions per major milestone unless otherwise specified in the SOW. Revisions are intended to fine-tune the deliverables within the original scope. Requests that introduce new features, complete redesigns after initial approval, or deviate from the original brief are classified as "Scope Creep" and will be billed at our standard hourly rate.

5. Payment Terms

Financial arrangements are structured to ensure commitment and sustain project momentum:

- **Deposit:** A non-refundable upfront deposit (typically 50% unless otherwise stated) is required before any work commences.
- **Milestones:** Remaining balances are tied to project milestones as outlined in the SOW.
- **Final Payment:** Final deliverables, source files, and live deployment will only be released upon receipt of full and final payment.
- **Late Fees:** Invoices outstanding beyond 14 days of the due date will accrue a late fee of 5% per month.

6. Confidentiality and Data Privacy

Arken Creatives LLC acknowledges the sensitivity of the information and proprietary data shared during the course of our collaboration. We are committed to maintaining the highest standards of data security and privacy.

6.1 Client-Directed Processing

All data collection, processing, and handling—especially concerning sensitive information routed through AI automation systems or integrated into custom software—will be executed strictly in accordance with the Client's explicit permissions, directives, and prevailing data privacy policies. We act solely as a data processor on behalf of the Client.

6.2 Non-Disclosure and Protection

We will not disclose, sell, or distribute any proprietary Client data, customer databases, or internal business frameworks to third parties. Furthermore, client-provided data will never be utilized to train public or external AI models without prior, express written consent.

7. Intellectual Property Rights

Upon full payment of all outstanding invoices, Arken Creatives LLC grants the Client an exclusive, non-transferable license to use the final custom UI/UX designs, full stack codebase, and related deliverables for their intended business purpose. We retain the right to display the completed project, design drafts, and relevant conceptual work in our portfolio and marketing materials.

8. Warranties and Limitation of Liability

Arken Creatives LLC provides services "as is" without any implied warranties of merchantability or fitness for a particular purpose. While we implement industry-standard practices, we do not guarantee that software or AI integrations will be error-free or immune to third-party disruptions. Our total liability under this agreement shall not exceed the total amount paid by the Client for the specific project in question.

9. Termination

Either party may terminate this agreement with a 14-day written notice if the other party breaches a material term. In the event of termination by the Client prior to project completion, Arken Creatives LLC shall retain the non-refundable deposit and will invoice for any unbilled work completed up to the date of termination.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Madhya Pradesh, India. Any disputes arising out of this Agreement shall be resolved amicably through negotiation, failing which they shall be subject to the exclusive jurisdiction of the courts in Bhopal, Madhya Pradesh.

Acknowledgment

By executing a Project Proposal or submitting an initial deposit to Arken Creatives LLC, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.