TERMS OF USE AGREEMENT

This Terms of Use Agreement (the "Agreement") constitutes a legally binding agreement by and between DesignTap, LLC, a limited liability company organized under the laws of the state of Maryland ("DesignTap"), and the client, whether personally or on behalf of an entity ("Client"), with regard to access and use of DesignTap's website: https://www.designtap.co (the "Website") and any other media form, channel, mobile website, or mobile application related, linked, or otherwise connected thereto. Failure to agree and adhere to all of the terms, conditions, and obligations contained herein results in the express prohibition of the Client's use of the Website, and the Client is ordered to discontinue use immediately. Thereafter, the relationship between Client and DesignTap shall cease and be of no further force and effect between the parties, except that any obligation of Client to pay DesignTap for services rendered shall remain and continue to be an ongoing obligation owed by Client to DesignTap.

1. **Intellectual Property Rights**
   Unless otherwise indicated, the Website is the property of DesignTap, and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics of any nature and regardless of format (collectively or individually, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks"), are owned and controlled by DesignTap and are protected by copyright and trademark laws and any other applicable intellectual property law or regulation of the United States, foreign jurisdictions, and international conventions. The Content and Marks are provided "As-Is" for your information and personal use only. Except as expressly provided herein, no part of the Website and no Content may be copied, reproduced, aggregated, republished, uploaded, posted, displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without DesignTap's express prior written permission. DesignTap reserves all rights in the Website, Content, and Marks.

2. **Ownership of Materials**
   Notwithstanding DesignTap's ownership of Submissions, as described in Paragraph 4 ("Client Feedback"), all design and original source files created on Client's behalf ("Projects") are the exclusive property of the Client. The Client shall retain sole ownership of the copyright for all Projects. In the event that any operation of law would result in DesignTap acquiring ownership of a Project, in whole or in part, rather than the Client, DesignTap hereby irrevocably and perpetually assigns its entire interest in the Project to the Client, without limitation.

   The Client warrants that any and all materials provided to DesignTap—whether as examples or as content to be incorporated into a Project—are owned by the Client and do not infringe upon or misappropriate any third party's rights, including but not limited to intellectual property rights and rights of publicity. DesignTap reserves the right to publicly share the Client's design work (e.g., on social media, website, portfolio), unless otherwise agreed upon as stated in Section 18 of this Agreement.

3. **Third-Party Fonts**
   If any Project includes fonts that are not owned by DesignTap and require a commercial license for legal reproduction, distribution, or public display ("Third-Party Font(s)"), DesignTap will notify the Client in writing. This notice will identify the Third-Party Fonts used and provide sufficient information for the Client to obtain the necessary licenses from the appropriate rights-holder(s).

Once DesignTap has provided this notice, the Client assumes full responsibility for securing the required licenses. DesignTap shall not be held liable for any consequences arising from the Client's failure to obtain proper licensing for any Third-Party Fonts incorporated into a Project.

4. **User Representations**
   By accessing and using the Website, the Client represents and warrants that:
   - The Client has the legal capacity and agrees to comply with these Terms of Use
   - The Client is not a minor in their jurisdiction of residence
   - The Client will not access the Website through automated or non-human means
   - The Client will not use the Website for any unlawful or unauthorized purpose
   - The Client's use of the Website will not violate any applicable laws or regulations

5. **Prohibited Activities**
   Client shall not access or use the Website for any purpose other than those expressly permitted by DesignTap. The Website may

not be used in connection with any commercial endeavors except those directly related to the services provided by DesignTap on behalf of the Client. Furthermore, the Client agrees to refrain from the following activities:

- Making any unauthorized use of the Website
- Retrieving data or content to create or compile a database or directory
- Circumventing, disabling, or interfering with security-related features of the Website
- Engaging in unauthorized framing or linking of the Website
- Attempting to trick, defraud, or mislead DesignTap or other users
- Interfering with, disrupting, or placing an undue burden on the Website or DesignTap's servers or networks
- Using the Website to compete with DesignTap
- Deciphering, decompiling, disassembling, or reverse engineering any software that comprises or supports the Website
- Bypassing any measures designed to prevent or restrict access to the Website or any portion thereof
- Harassing, intimidating, annoying, or threatening DesignTap's employees, contractors, or agents
- Removing copyright or other proprietary notices from any Content
- Copying or adapting the Website's software
- Uploading or transmitting viruses, Trojan horses, or other harmful material that interferes with the Website's functionality or other users' experience
- Uploading or transmitting any material that acts as a passive or active information collection or transmission mechanism
- Disparaging, tarnishing, or otherwise harming DesignTap's reputation
- Using the Website in violation of any applicable laws, statutes, or regulations

6. Client Feedback

Client acknowledges and agrees that any questions, comments, suggestions, or other feedback or submissions (each a "Submission") shall become the sole property of DesignTap. DesignTap is under no obligation to maintain the confidentiality of any Submission or to take steps to ensure its confidentiality. Except as provided in Section 2 ("Ownership of Materials"), DesignTap shall retain exclusive ownership of all rights related to any Submission and may use or disseminate it for any lawful purpose, without permission, acknowledgment, or compensation to the Client.

The Client affirms that they have the legal right to provide such Submission and hereby waives any claims against DesignTap arising from its use of the Submission in accordance with these Terms.

7. Management and Oversight

DesignTap reserves the right to monitor the Website for violations of these Terms of Use and to take appropriate legal action in response to any breach of these Terms or applicable laws. DesignTap further reserves the right to restrict, suspend, or terminate the Client's access to the Website at its sole discretion, without prior notice or liability.
All decisions regarding the management and oversight of the Website shall be made exclusively by DesignTap and are intended to protect its rights, property, and the integrity of its services.

8. Privacy Policy

By using the Website, the Client agrees to be bound by DesignTap's Privacy Policy, which is incorporated herein by reference. The Website is hosted in the United States. Accessing the Website from the EU, Asia, or other regions may subject the Client to laws and regulations different from those of the United States regarding personal data collection, use, and disclosure. Continued use of the Website and transfer of data to the United States constitutes the Client's express consent to such transfer and processing. DesignTap does not knowingly collect or solicit personal information from individuals under the age of 18. In accordance with the Children's Online Privacy Protection Act (COPPA), if DesignTap becomes aware that a child under the age of 13 has submitted personally identifiable information without parental consent, such information will be deleted as soon as reasonably practicable.

9. Returns and Refunds

DesignTap reserves the right to deny refund requests at its sole discretion and without prior notice or liability to the Client. Refunds are evaluated on a case-by-case basis. If a refund is requested during the first month of service, all materials produced by DesignTap remain the property of DesignTap and may not be used by the Client in any form. If a refund is approved, a 25% fee will be applied to the remaining billable period. Additionally, any transaction fees (e.g., Stripe fees) will not be refunded. DesignTap reserves the right to pursue legal action in the event of a breach of this policy.
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10. Modification

DesignTap reserves the right to modify, update, or remove any content on the Website at any time and for any reason, at its sole discretion. DesignTap may also modify or discontinue all or part of the Website without notice and without liability to the Client.

11. Connection Interruptions

DesignTap does not guarantee uninterrupted access to the Website. Technical issues, hardware or software failures, or other factors beyond DesignTap's control may result in delays, errors, or service interruptions. The Client agrees that DesignTap shall not be held liable for any loss, damage, or inconvenience resulting from such interruptions.

12. Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflict of law principles.

13. Litigation

Any legal action arising from these Terms shall be brought exclusively in the state courts of Washington County, Maryland or the United States District Court for the District of Maryland. The parties consent to personal jurisdiction in these courts and waive all defenses related to jurisdiction and venue. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply.

14. Disclaimer

The Website is provided on an "as-is" and "as-available" basis. The Client agrees to use the Website and Services at their own risk. DesignTap disclaims all warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, and non-infringement. DesignTap makes no representations regarding the accuracy or completeness of Website conte or linked content, and assumes no liability for:

- Errors or inaccuracies in content
- Personal injury or property damage
- Unauthorized access to secure servers or stored data
- Service interruptions or transmission failures
- Malware or harmful code transmitted via the Website
- Loss or damage resulting from content posted or shared through the Website
- Third-party products or services advertised or linked via the Website

15. Limitations of Liability and Indemnification

DesignTap and its directors, employees, contractors, and agents shall not be liable for any direct, indirect, incidental, consequential, or punitive damages, including lost profits, data loss, legal fees, or other losses arising from the Client's use of the Website.
The Client agrees to indemnify and hold harmless DesignTap and its affiliates, officers, agents, and contractors from any claims, damages, or liabilities arising from:

a. Use of the Website

b. Breach of these Terms

c. Misrepresentation by the Client

d. Violation of third-party rights, including intellectual property

- DesignTap reserves the right, at the Client's expense, to assume control of any matter subject to indemnification and the Client agrees to cooperate in the defense of such claims.

16. User Data

The Client is solely responsible for all data transmitted through the Website and any activity conducted therein. DesignTap shall not be liable for any loss or corruption of such data, and the Client waives any claims related to such loss.

17. Electronic Communications, Transactions, and Signatures

The Client consents to receive electronic communications from DesignTap and agrees that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement for written communication. The Client agrees to

the use of electronic signatures and records for transactions initiated or completed via the Website and waives any rights requiring non-electronic documentation.

18. Licensing

The Client is responsible for ensuring that all content used on their website, social media, or other platforms is properly licensed. DesignTap may hold licenses for certain materials, but such licenses are not transferable unless explicitly stated in writing. The Client assumes full responsibility for unauthorized use of fonts, images, or other content.

19. Showcasing Client Work

DesignTap reserves the right to showcase completed design work on its digital channels, including social media and its website, unless otherwise agreed upon. The Client may request a non-disclosure agreement (NDA), which, if executed, will override DesignTap's right to publicly share or discuss the Client's work.

20. Referrals

Referral tracking and payouts are managed through our third-party partner, Rewardful.com.

21. Miscellaneous

These Terms of Use, along with any posted policies, constitute the entire agreement between the Client and DesignTap. Failure by DesignTap to enforce any provision shall not be deemed a waiver of that provision. If any part of these Terms is found to be unlawful or unenforceable, the remaining provisions shall remain in full force. Nothing in these Terms shall be construed to create a partnership, joint venture, employment, or agency relationship between the Client and DesignTap.