

Ice Innovations LLC, d/b/a Ice Design Studio, henceforth “we, us, our, Company” reserves the right to change or amend these Terms & Conditions or Privacy Policy at any time. By doing business with us, you agree to these Terms & Conditions. If you have questions or concerns about any of these terms or conditions, feel free to contact katelyn@icedesign.studio.

1. Estimates/Quotes

The fees and expenses shown are estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 20% or more. Recurring monthly services are quoted based on an estimated hourly rate of \$100. This is how we quote the time we estimate the project will take (i.e. if your estimate is \$5,000, we estimate the project will take 50 hours). If we exceed the estimated time, we will communicate this with the client with the expectation that additional time will be billed at \$100 per hour.

2. Response Time

The Client may send comments/requests pertaining to the project any time via email, but must refrain from calls or texts outside normal business hours (Monday thru Friday, 8:00 AM – 5:00 PM ET). Responses will be managed within one business day.

3. Changes & Modifications

Each project includes the number of revisions or review rounds specified in the applicable proposal or service agreement. Requested changes within the agreed-upon scope of work will be completed as part of the project.

Requests that exceed the original scope of work, the included revision rounds, or require additional design, production, strategy, content creation, photography, videography, programming, or other services may be considered out-of-scope work and billed at Ice Design Studio's current hourly rate or quoted separately, with Client approval prior to commencement.

Any request that materially changes the original project objectives, deliverables, timeline, or scope may require a revised proposal, updated project timeline, or change order.

Changes requested after final approval, project completion, or delivery of final files will be treated as a new request and billed accordingly.

Unused editing time in the annual website maintenance subscription do not roll over from year to year. The Client shall be responsible for additional charges for requested changes that exceed the included maintenance hours at an hourly rate established by the Company.

4. Time Frame & Content

We have allotted design time for the development of the quoted

projects, including but not limited to the collection of data and artwork to be incorporated in the project, designing the project, and any changes requested by the Client. Social media management services include one (1) round of revisions once the content is sent for review via Loomly due to the time-sensitive posting timeline.

- The Client is responsible for providing all information to be included in the website or project, unless otherwise agreed upon in project proposal.
- If the Client does not provide content within a reasonable amount of time, we retain the right to use filler text (i.e. lorem ipsum, text written by us, or dummy text) in order that the project may be completed.
- The Client may come to an agreement with us that we will write/provide content for the Client. Such an agreement must be approved by us and the Client must pay an hourly rate.

5. Photography

If the Client opts for photography services, Ice Design Studio reserves the right to use all photos taken for other promotional or marketing purposes. The client will obtain permission from all participants to use their image, name, likeness, and statements for commercial promotion of the Client and the Company.

Use of Photos from Client Photoshoots: If services booked include a photoshoot, the resulting photos are licensed exclusively for use within the scope of the booked services. For example, photos captured for social media management services may only be used on the client's social media platforms and are not authorized for use on other channels such as websites, print materials, or advertising, unless additional usage rights are purchased. Any use of photos outside the originally booked service package requires prior written consent from Ice Design Studio and may be subject to additional fees.

6. Time of Payment

Payment for services shall be paid in full upon receipt of invoice or receipt of invoice. A 20% monthly service charge is payable on all overdue balances. If after one month the Client is overdue on balances, we have the right to suspend services or temporarily disable the website until the account is brought current. The Client may come to an agreement with us to activate the website or begin the project again. The Client is responsible for outstanding balances. The grant of any license or right of copyright is conditioned on receipt of full payment. Payment due to the Company shall not be contingent upon third party approval or payment. If the Client decides to cancel



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a subscription renewal, the Client must inform Ice Design Studio two (2) weeks before the service is set to renew. If no notice of cancellation has been given, the Client is responsible for any website and domain fees in effect.

7. Default in Payment

The Client shall assume responsibility for all collection costs and reasonable attorney's fees necessitated by default in payment.

8. Releases

The Client shall indemnify the Company against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing or for uses that exceed authority granted by a release.

9. Professional Standards

Ice Design Studio is committed to conducting business with honesty, professionalism, and integrity. Both parties agree to communicate respectfully, cooperate in good faith, and work together to facilitate the successful completion of the project.

10. Portfolio Rights & Client Responsibilities

Ice Design Studio reserves the right to display, publish, and use completed project deliverables, including but not limited to websites, branding, graphic design, photography, videography, and other creative work, for portfolio, marketing, advertising, social media, awards, educational, and self-promotional purposes unless otherwise agreed to in writing.

The Client represents and warrants that all content, text, images, logos, trademarks, videos, and other materials provided to Ice Design Studio are owned by the Client or that the Client has obtained all necessary rights, licenses, and permissions to use such materials.

The Client is solely responsible for ensuring that its website, marketing materials, and other deliverables comply with all applicable laws and regulations, including but not limited to copyright laws, privacy laws, accessibility requirements, and any required website policies, terms and conditions, disclaimers, or notices. Ice Design Studio shall not be responsible for the legal accuracy, completeness, or compliance of any content supplied by the Client.

Ownership and licensing of all creative work produced by Ice Design Studio are governed by Section 14 – Intellectual Property & Licensing of this Agreement.

11. Termination of Agreement

11a. Termination by Client

The Client may terminate this Agreement at any time by providing written notice to Ice Design Studio. Upon termination, the Client shall remain responsible for:

- Payment for all services performed through the date of termination;
- All approved third-party expenses incurred on the Client's behalf;
- Any non-refundable deposits or production expenses;
- Any applicable Production Cancellation Fees described below.

Any deposits previously paid will be credited toward the final balance. Ownership rights and final deliverables shall not transfer until all outstanding invoices have been paid in full. If the Client terminates a fixed-fee project before completion, Ice Design Studio shall be compensated for all work performed through the termination date at its standard hourly rate then in effect, or the percentage of the project completed, whichever is greater. Any deposits paid will be credited toward the final balance. No usage rights or final deliverables shall transfer until all outstanding invoices have been paid in full.

11b. Production Cancellation

Because Ice Design Studio reserves production schedules, personnel, equipment, and other resources specifically for each project, cancellation may result in production time that cannot reasonably be replaced with other client work. Accordingly, the following cancellation fees shall apply:

- More than 30 calendar days before the scheduled production date: no cancellation fee.
- 30 calendar days before scheduled production date: 25% of the remaining project balance.
- 14 calendar days before scheduled production date: 35% of the remaining project balance.
- 7 calendar days before scheduled production date, or after production has begun: 50% of the remaining project balance.

11c. Termination by Ice Design Studio

Ice Design Studio reserves the right to terminate or suspend this Agreement upon written notice if:

- the Client fails to make required payments;
- the Client materially breaches this Agreement;
- the Client becomes abusive, threatening, or engages in conduct that prevents completion of the project;
- the project becomes impossible or commercially impractical to complete; or



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- Ice Design Studio elects to discontinue services for business reasons.

Ice Design Studio reserves the right to suspend or terminate services if the Client's conduct, repeated failure to communicate, failure to provide required materials, or behavior toward Ice Design Studio's employees or contractors materially interferes with the successful completion of the project.

11d. Termination for Breach

If either party materially breaches this Agreement, the non-breaching party may terminate the Agreement if the breach is not cured within fourteen (14) days after written notice.

11e. Effect of Termination

Upon termination:

- all work immediately ceases;
- outstanding invoices become immediately due;
- completed deliverables are released only after payment;
- proprietary working files remain the property of Ice Design Studio;
- confidential information shall be returned upon request.

11f. Survival

Sections relating to payment, intellectual property, confidentiality, licensing, indemnification, limitation of liability, and dispute resolution shall survive termination of this Agreement.

12. Cancellation & Deposit Policy

A non-refundable deposit is required to secure any scheduled content shoot. This deposit will be applied toward the final invoice balance. Client cancellations or failure to attend a scheduled shoot (“no-show”) will result in a 20% cancellation fee of the total project cost. The deposit paid will not be refunded and may be applied toward the cancellation fee if applicable.

All cancellations or rescheduling requests must be submitted in writing. Ice Design Studio reserves the right to enforce this policy to recover costs incurred in preparation for scheduled services.

13. Project Timeline & Client Delays

Because most projects require coordination of personnel, equipment, locations, and production schedules, Ice Design Studio schedules projects with the expectation that work is expected to begin promptly and be completed within the timelines outlined below.

Unless otherwise agreed in writing, Clients are expected to schedule production within 60 days of signing the Agreement, and all projects are expected to be completed within 120 days of the signed agreement.

The Client is responsible for providing timely communication, scheduling, approvals, content, and any other materials necessary to complete the project. Delays caused by the Client may affect project timelines and scheduling.

If a project remains inactive for more than 60 consecutive days due to a lack of communication, scheduling, approvals, or required materials from the Client, Ice Design Studio reserves the right to place the project on hold.

If the project remains inactive for more than 120 days, Ice Design Studio may, at its discretion:

- Close the project;
- Require a new project schedule based on current availability;
- Require payment of any outstanding balances before work resumes;
- Charge a project reactivation fee; and/or
- Quote the remaining work based on current pricing.

If a project is determined closed, deposits remain non-refundable and compensate Ice Design Studio for reserving production capacity and pre-production planning. Ice Design Studio decides whether the deposit can be applied to the updated project quote.

Ice Design Studio cannot guarantee the continued availability of the same production team, subcontractors, equipment, or creative personnel if a project is delayed beyond the original production timeline.

14. Intellectual Property & Licensing

All creative work produced by Ice Design Studio, including but not limited to graphic design, branding, photography, videography, written content, and digital assets (“Deliverables”), remains the exclusive intellectual property of Ice Design Studio unless otherwise stated in writing. Upon full payment of all applicable fees, the Client is granted a limited, non-exclusive, non-transferable license to use the approved Deliverables solely for the specific purposes, formats, and duration outlined in the applicable proposal or agreement. This license does not constitute a transfer of ownership. Any use of the Deliverables beyond the agreed-upon scope—including but not limited to reuse, modification, sublicensing, resale, or use by



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third parties—requires prior written approval and may be subject to additional licensing fees. If no licensing duration is specified, the license is assumed valid unless otherwise stated in the proposal.

Perpetual License Option

For select higher-tier projects, the Client may elect to purchase a perpetual, non-exclusive license, allowing ongoing use of the Deliverables without an expiration date. This option must be agreed upon in writing and is subject to an additional fee outlined in the project proposal or agreement. Ownership of the Deliverables remains with Ice Design Studio.

Buyout / Transfer of Ownership

A full intellectual property buyout or transfer of ownership is not included unless explicitly stated in writing. If requested, a buyout may be negotiated for an additional fee reflecting the total value of the creative work, including its future commercial potential. Upon completion of payment for the buyout, Ice Design Studio will transfer ownership of the specified Deliverables to the Client as outlined in a separate written agreement.

15. Artificial Intelligence (AI) Usage

The Client acknowledges that Ice Design Studio's concepts, designs, source files, branding systems, templates, creative processes, and other proprietary materials constitute valuable intellectual property.

Accordingly, the Client shall not upload, submit, or expose any such materials to artificial intelligence, machine learning, or generative content platforms (including, but not limited to, ChatGPT, Claude, Gemini, Midjourney, Adobe Firefly, Canva Magic Design, or similar technologies) for purposes of feedback, analysis, recreation, training, style imitation, or content generation without the express written consent of Ice Design Studio.

Additionally, the Client shall not use any deliverables, concepts, source files, or creative assets produced by Ice Design Studio to prompt, instruct, or train any artificial intelligence system to imitate, replicate, or generate works in the style of Ice Design Studio or its designers.

Following final payment and transfer of the applicable usage rights, the Client may use the completed deliverables for ordinary business purposes.

However, the Client may not use Ice Design Studio's work to train AI models, recreate our work, or generate substantially similar branding systems or derivative creative work.

Unauthorized use of the Company's work within AI systems shall constitute a material breach of this Agreement.

16. Limitation of Liability

Ice Design Studio's total liability under this Agreement shall not exceed the total amount paid by the Client for the specific project giving rise to the claim. Under no circumstances shall Ice Design Studio be liable for any indirect, incidental, consequential, punitive, or lost-profit damages. The Client agrees that any claim arising out of this Agreement must be brought within one (1) year after the cause of action arises, or such claim shall be permanently barred.

17. Force Majeure

Neither party shall be liable for delays or failure to perform resulting from causes beyond their reasonable control, including but not limited to acts of God, severe weather, illness, equipment failure, internet outages, labor disputes, government actions, or other unforeseen events. In such cases, project timelines shall be reasonably extended.

17. Agreement of Terms & Conditions

The Client agrees to the Terms & Conditions set forth by the Company when the project, work, or time commences. This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. Its terms can be modified only by an instrument in writing signed by both parties, except that the Company may authorize expenses or revisions orally. Any dispute regarding this Agreement shall be arbitrated in Indiana under the rules of the American Arbitration Association and the laws of Indiana. This Agreement shall be governed by the laws of the State of Indiana and courts of such State shall have exclusive jurisdiction and venue.