

# UGC Creator Service Agreement & Liability Waiver

This **UGC Creator Service Agreement & Liability Waiver** ("Agreement") is entered into by and between **Syndi Jeffers** ("Creator") and \_\_\_\_\_ ("Client") engaging the Creator's services. By proceeding with work, the Client agrees to the following terms:

## 1. Right to Refuse Service & Refund Policy

The Creator reserves the right to decline or terminate a project at their sole discretion if:

- The product/service does not align with the Creator's genuine preferences or values.
- The Client fails to meet agreed-upon terms (e.g., incomplete product delivery, misrepresentation).

In such cases:

- The Creator will refund any **unused** portion of fees paid for the project.
- The Creator is **not** obligated to return physical products received for review unless the Client covers all associated shipping & handling costs.

## 2. Liability Waiver & Indemnification

The Creator operates as an independent contractor, not an employee, agent, or legal representative of the Client. Accordingly:

- The Creator assumes **no liability** for any legal actions, claims, or disputes arising from the Client's business operations, including but not limited to:
  - Product liability lawsuits.
  - Intellectual property disputes.
  - Breach of contract claims from the Client's customers or partners.
- The Client agrees to **indemnify and hold harmless** the Creator from any costs, damages, or legal fees incurred due to the Client's business activities.

## 3. General Provisions

- **Governing Law:** This Agreement shall be interpreted under the laws of **the EU and USA**, without regard to conflict-of-law principles.
- **Severability:** If any clause is deemed unenforceable, the remainder of the Agreement remains valid.
- **Amendments:** Changes must be in writing and agreed upon by both parties.

By engaging the Creator's services, the Client acknowledges they have read, understood, and agreed to these terms.

**Creator's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Client's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_