CUSTOMER AGREEMENT

This Customer Agreement ("Agreement") is entered into effect when the Client makes a purchase through CoderZ ("Effective Date") by and between CoderZ, a CoderZ ("CoderZ"), and the buyer ("Client"), collectively referred to as the "Parties."

1. SERVICES

1.1 Scope of Work: CoderZ agrees to provide software development services ("Services") as described in the attached project proposal or Statement of Work ("SOW"), which is hereby incorporated by reference.

1.2 Refund Policy:

a. Once the project has been initiated, CoderZ does not offer refunds for any portion of the project.

b. If CoderZ fails to complete the project by the agreed-upon deadline specified in the SOW due to reasons solely attributable to CoderZ, the Client shall be entitled to a refund of the portion of the fees paid for the incomplete work.

2. PAYMENT

2.1 Fees: Client agrees to pay CoderZ the fees as outlined in the SOW, including any additional costs or expenses agreed upon in writing.

2.2 Payment Schedule: Payment schedules and terms shall be specified in the SOW. CoderZ reserves the right to suspend or terminate the Services in case of non-payment.

3. INTELLECTUAL PROPERTY

3.1 Ownership: CoderZ retains ownership of any pre-existing intellectual property and codebase developed by CoderZ prior to this Agreement.

3.2 Deliverables: Upon full payment, CoderZ assigns to the Client all rights, title, and interest in and to the Deliverables as specified in the SOW.

4. CONFIDENTIALITY

4.1 Non-Disclosure: Both Parties agree to keep any confidential information received from the other Party confidential and not to disclose it to any third party.

5. TERMINATION

5.1 Termination for Convenience: Either Party may terminate this Agreement for any reason by providing written notice to the other Party with [Notice Period] days' notice.

5.2 Termination for Cause: Either Party may terminate this Agreement with immediate effect if the other Party materially breaches any provision of this Agreement.

6. GOVERNING LAW AND JURISDICTION

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the United States, excluding any conflict of law provisions.

7. MISCELLANEOUS

7.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings.

7.2 Amendment: This Agreement may only be amended in writing and signed by both Parties.

7.3 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.4 Revisions: CoderZ offers revisions for all of there services for 30 days after the project is marked as delivered. All services have unlimited revisions. Revisions are bug fixes and minor errors. If more than 30 minutes of work is required for a revision that is not a bug fix, then it will result in a fee. After 30 days, if additional revisions are required, then a fee can and will be issued.

By purchasing any product and/or service from CoderZ, you agree to these agreements and both parties concerned shall do their due diligence to ensure a good exchange of services.