Client vs AA Design Studio Service Agreement

This **Service Agreement** (the "Agreement") is entered into by and between **AA Design Studio**, a company engaged in software development, digital marketing, and IT consulting services ("Service Provider" or "AA Design Studio"), and the **Client**, whose name and details are specified below.

Effective Date: [Effective Date of Agreement] **Service Provider**: AA Design Studio **Client**:

[Client Name]

Agreement Reference Number: [Unique Reference Number]

1. Scope of Services

AA Design Studio agrees to provide the following services to the Client:

- **Software Development Services**: Development of web and mobile applications, backend systems, APIs, database management, and deployment.
- **Digital Marketing Services**: Search Engine Optimization (SEO), Pay-Per-Click (PPC) management, social media marketing, and email marketing campaigns.
- Consulting Services: Offering expert advice on IT strategy, technology stack, and business solutions.

Services may also include additional offerings as mutually agreed upon in writing.

2. Project Timeline and Deliverables

AA Design Studio and the Client agree on the following:

- Start Date: [Start Date]
- Completion Date: [Completion Date]
- Deliverables: The specific deliverables for each service will be outlined in the
 project scope document attached as Appendix A. These may include, but are not
 limited to, website designs, mobile applications, APIs, marketing reports, and
 more.

3. Payment Terms

The Client agrees to pay AA Design Studio for services rendered as follows:

- Total Project Fee: [Total Fee Amount]
- Payment Schedule:
 - o **Initial Deposit**: [Amount/Percentage] due upon signing the Agreement.
 - Milestone Payments: Payments for specific milestones or phases (e.g., after completion of frontend, backend, testing, etc.) as outlined in the project scope document.
 - Final Payment: Due upon completion and delivery of all services and project acceptance by the Client.
- Late Payments: A late fee of [Late Fee Percentage] per month will be applied to any overdue payments.

4. Client Responsibilities

The Client agrees to provide:

- **Timely Communication**: Responding to requests for feedback, approvals, and information promptly.
- Required Assets: Providing all necessary materials and resources such as text, images, access to systems, and any other necessary items for AA Design Studio to complete the work.
- Payment: Ensuring payment as per the agreed terms.

5. Intellectual Property

- Ownership: Upon full payment, the Client shall own the rights to the final deliverables, including but not limited to the website, mobile apps, and marketing materials, unless otherwise specified in writing.
- **License**: AA Design Studio retains the right to use parts of the deliverables (e.g., source code, designs) for promotional purposes, but the Client will retain full ownership of the final product.

6. Confidentiality

Both parties agree to maintain confidentiality regarding proprietary or sensitive information shared during the course of the project. This includes any information

related to business operations, intellectual property, or personal data, except where required by law.

7. Warranties and Support

- Warranties: AA Design Studio provides a warranty for the functionality of the
 delivered product for a period of [Warranty Period] from the project completion
 date. Any defects or issues will be addressed at no additional cost during this
 period.
- Post-Project Support: AA Design Studio offers post-project support for an additional fee, which will be agreed upon by both parties. This includes bug fixes, updates, and minor improvements.

8. Termination

- By the Client: The Client may terminate the Agreement with written notice if AA Design Studio fails to meet the agreed-upon deliverables or timeline, provided that the Client has given AA Design Studio a reasonable period to remedy the failure.
- **By AA Design Studio**: AA Design Studio may terminate the Agreement if the Client fails to make timely payments or violates the terms of this Agreement.
- Refunds: No refunds will be provided for services already rendered, unless otherwise agreed upon.

9. Limitation of Liability

AA Design Studio will not be liable for any indirect, special, incidental, or consequential damages arising from the use of the services or products provided under this Agreement. The liability of AA Design Studio will be limited to the amount paid by the Client for the specific services giving rise to the claim.

10. Dispute Resolution

In the event of any dispute or claim arising out of this Agreement, the parties will first attempt to resolve the matter through informal negotiation. If the dispute cannot be

resolved amicably, it will be resolved through binding arbitration in accordance with the rules of the [Arbitration Organization] in [Location].

11. Miscellaneous

- **Amendments**: This Agreement may only be amended in writing and signed by both parties.
- **Force Majeure**: Neither party will be held liable for delays or failure to perform due to circumstances beyond their control, such as natural disasters, labor strikes, or other unforeseeable events.
- **Governing Law**: This Agreement will be governed by and construed in accordance with the laws of [Jurisdiction].

12. Acceptance

By signing below, both parties agree to the terms and conditions of this Service Agreement.

For AA Design Studio
Signature:
Name: [Authorized Person's Name]
Title: [Title]
Date:
For Client
Signature:
Name: [Client's Name]
Title: [Title]
Date:

Let me know if you would like to modify any part of this agreement or need further details!

Cookies and Privacy Policy

At **AA Design Studio**, we value your privacy and are committed to protecting your personal information. This **Cookies and Privacy Policy** outlines the information we collect, how we use it, and how we protect it when you visit our website or use our services.

1. What Are Cookies?

Cookies are small text files stored on your device (computer, tablet, smartphone) that help websites remember information about your visit. This may include login details, language preferences, or tracking information to enhance your experience on our website.

2. How We Use Cookies

We use cookies for the following purposes:

- **Essential Cookies**: These cookies are necessary for the website to function properly and are essential for you to navigate and use the site's features.
- Analytical Cookies: These cookies help us understand how visitors use our website. We use tools like Google Analytics to gather data on page views, bounce rates, and user engagement to improve the website and our services.
- Functional Cookies: These cookies remember your preferences, such as language settings, so that your experience is personalized each time you visit.
- Advertising Cookies: These cookies are used to deliver relevant ads to users based on their browsing behavior across various websites. They help us serve ads that are likely to be of interest to you.

3. Cookie Consent

When you first visit our website, you will be prompted to accept or decline our use of cookies. If you choose to decline cookies, you may not be able to use all the features of the website, and some functionality may be limited.

4. Managing Cookies

You can control and manage cookies through your browser settings. Most browsers allow you to refuse or delete cookies by adjusting the settings. However, please note that disabling cookies may affect your browsing experience and limit the functionality of some services on our website.

- For Google Chrome: Go to the browser settings > Privacy and Security > Cookies and other site data.
- For Mozilla Firefox: Go to Options > Privacy & Security > Cookies and Site Data.
- For Safari: Go to Preferences > Privacy > Cookies and Website Data.

5. Privacy Policy

At **AA Design Studio**, we respect your privacy and are committed to safeguarding any personal information you share with us. We will only use your information in accordance with this **Privacy Policy** and ensure it is protected.

Information We Collect:

- Personal Information: When you interact with our website, subscribe to our newsletter, or fill out a contact form, we may collect personal information such as your name, email address, phone number, and company details.
- **Non-Personal Information**: We may also collect non-personal information, such as your browser type, operating system, and IP address, for analytical purposes.

How We Use Your Information:

- To provide and improve our services.
- To respond to inquiries and provide customer support.
- To send marketing communications, newsletters, and promotions (with your consent).
- To monitor and analyze website performance and user behavior.

Data Protection and Security: We implement appropriate security measures to protect your personal information from unauthorized access, disclosure, or alteration. However, no data transmission over the internet can be guaranteed to be 100% secure, and while we strive to protect your data, we cannot guarantee its absolute security.

6. Third-Party Links

Our website may contain links to third-party websites. Please note that we are not responsible for the privacy practices or the content of those websites. We encourage you to review the privacy policies of any third-party sites before sharing your personal information.

7. Changes to Our Policy

We reserve the right to update or modify this **Cookies and Privacy Policy** at any time. When we make changes, we will update the date at the top of this page. We encourage you to review this policy periodically for the latest information.

8. Contact Us

If you have any questions or concerns about our **Cookies and Privacy Policy**, please contact us:

• Email: support@primelogicsolutions.com

This **Cookies and Privacy Policy** ensures that **AA Design Studio** complies with industry standards and protects the privacy of our users. Let me know if you need any adjustments or further details!

Job Advertisement

AA Design Studio is a leading provider of software development, digital marketing, and IT consulting services. We are expanding our team and looking for dynamic professionals to join us in various leadership and key roles. If you're passionate about driving operational excellence, managing international business, and leading teams to success, we want to hear from you!

1. Chief Operational Officer (COO)

Location: [Your Location]

Job Type: Full-time

Job Description:

As the Chief Operational Officer (COO) at AA Design Studio, you will be responsible for overseeing the company's daily operations, implementing efficient processes, and managing strategic business functions to ensure the growth and operational efficiency of the company. You will collaborate closely with the executive team to align operations with business goals and manage all operational functions.

Key Responsibilities:

- Lead and manage day-to-day operations across all departments.
- Develop and implement operational strategies and plans.
- Manage key performance metrics and ensure company goals are met.
- Foster a culture of continuous improvement.
- Collaborate with other senior executives on business strategy and planning.

Requirements:

- Proven experience in senior operational roles (COO, VP Operations, etc.).
- Strong leadership skills and experience managing teams.
- Excellent strategic thinking and problem-solving abilities.
- Strong financial acumen and budgeting experience.
- Ability to drive operational efficiencies and implement best practices.

To Apply: Please send your resume and cover letter to [email@example.com].

2. Delivery Manager

Location: [Your Location]

Job Type: Full-time

Job Description:

We are seeking a highly organized and skilled Delivery Manager to lead our project delivery teams. You will oversee the execution of client projects, ensuring they are delivered on time, within scope, and on budget. You will work closely with both internal teams and clients to ensure exceptional service delivery and client satisfaction.

Key Responsibilities:

- Oversee the end-to-end delivery of client projects.
- Manage timelines, scope, and budgets effectively.
- Coordinate between cross-functional teams to ensure smooth delivery.
- Monitor and manage risks throughout the project lifecycle.
- Ensure client expectations are exceeded and satisfaction is maintained.

Requirements:

- Strong project management skills, with a track record of successful project deliveries.
- Excellent communication and stakeholder management skills.
- Ability to manage multiple projects simultaneously.
- Experience in IT and software development projects is a plus.
- PMP, PRINCE2, or other project management certifications preferred.

To Apply: Please send your resume and cover letter to [email@example.com].

3. Operational Lead

Location: [Your Location]

Job Type: Full-time

Job Description:

We are looking for a motivated and experienced Operational Lead to manage and optimize day-to-day business operations. The ideal candidate will be responsible for implementing operational processes, improving efficiency, and leading the team to achieve key business objectives.

Key Responsibilities:

- Oversee and improve daily operational activities.
- Coordinate across teams to streamline processes and improve productivity.
- Ensure that projects are delivered efficiently and meet quality standards.
- Manage operational budgets and track costs.
- Train and guide team members to achieve performance goals.

Requirements:

- Proven experience in operational roles, with a focus on process optimization.
- Strong leadership and communication skills.
- Ability to analyze and solve complex operational challenges.
- Experience in managing operational teams in the tech or digital sector is a plus.
- Familiarity with operational tools and systems.

To Apply: Please send your resume and cover letter to [email@example.com].

4. Overseas Representative

Location: [Overseas Location]

Job Type: Full-time

Job Description:

AA Design Studio is looking for an **Overseas Representative** to manage and grow our presence in international markets. You will be the first point of contact for new business opportunities and clients, developing relationships, and fostering the company's global growth.

Key Responsibilities:

- Represent AA Design Studio in international markets.
- Build and maintain relationships with clients, partners, and stakeholders.
- Identify new business opportunities and manage leads.
- Coordinate with internal teams to ensure seamless service delivery to international clients.
- Track market trends and competitor activities to refine business strategies.

Requirements:

- Strong international business development experience.
- Excellent communication and negotiation skills.
- Ability to work independently and manage remote relationships.
- Knowledge of overseas market dynamics in software development or digital marketing.
- Fluent in English, additional languages are a plus.

To Apply: Please send your resume and cover letter to [email@example.com].

5. International Business Development Officer

Location: [Your Location]

Job Type: Full-time

Job Description:

We are looking for an **International Business Development Officer** to help us expand our footprint in global markets. This role involves identifying new business opportunities, building relationships with potential clients, and driving revenue through strategic partnerships in international markets.

Key Responsibilities:

- Identify and evaluate new business opportunities in international markets.
- Build relationships with global clients and partners.
- Develop and execute business development strategies to grow international sales.
- Conduct market research to understand regional demands and adapt strategies accordingly.
- Prepare proposals, presentations, and contract negotiations with potential clients.

Requirements:

- Proven experience in business development or sales in an international context.
- Strong communication, negotiation, and networking skills.
- Ability to travel for business development and client meetings.

- Experience in B2B sales, ideally in IT services, software development, or digital marketing.
- Knowledge of global markets, including regional trends and dynamics.

To Apply: Please send your resume and cover letter to [email@example.com].

AA Design Studio is an equal opportunity employer, committed to fostering a diverse and inclusive workplace. We offer competitive salaries, benefits, and opportunities for career advancement.

Let me know if you'd like to modify any of these job descriptions or add further details!

Refund Policy

At **AA Design Studio**, we are committed to providing high-quality software development and digital marketing services to meet our clients' needs. In the event that a refund is requested, the following policy applies. This policy ensures clarity for both parties and follows industry-standard practices.

1. General Refund Conditions

- Refund requests are subject to the terms outlined in this policy.
- Refunds are only considered for services provided by AA Design Studio, and the conditions for each service are as follows.
- All refund requests must be made in writing to <u>support@primelogicsolutions.com</u> within 14 days from the project delivery or service initiation.
- Refunds are not available after project completion, website deployment, or when the service has been accepted by the client.

2. Software Development Services Refunds

Refunds for software development projects are provided based on the following conditions:

- Pre-Development Stage: If no development work has started or only initial discussions or planning phases have been completed, a full refund will be considered.
- **Post-Development Stage**: Once development work has started, the client is eligible for a partial refund based on the percentage of completed work. Refunds will not cover any incurred costs related to third-party tools, licenses, or services.
- Testing/Deployment: Once the project enters the testing phase or is deployed, no refunds will be provided unless there are significant issues with the project that were not caused by the client.

Refund requests at this stage will be handled based on the work completed, and any refund will be calculated based on **time and resources spent** by our team.

3. Digital Marketing Services Refunds

Refunds for digital marketing services (SEO, PPC, Social Media Marketing, etc.) are subject to the following:

- Initial Consultation & Planning Stage: If services have not yet begun or if only planning and strategizing have occurred, a full refund will be considered.
- Ongoing Campaigns: Digital marketing campaigns that have already been launched (SEO, PPC, etc.) are non-refundable, as the costs for running the campaigns are incurred at the time of execution.
- Performance Guarantees: While we strive for results, AA Design Studio
 does not offer a performance guarantee for digital marketing services. Refunds
 are not offered based on campaign results unless a clear mistake has been
 made in executing the strategy.

Refunds for digital marketing services are only available within the **first 14 days** of service initiation, and after this period, no refund will be issued.

4. Non-Refundable Services

- **Consulting Services**: Once consulting sessions are booked and provided, they are non-refundable.
- Third-Party Services: Any services related to third-party tools, licenses, or subscriptions (e.g., hosting, software, premium tools) are non-refundable.
- **Domain and Hosting Fees**: Fees for domain registration and hosting services are non-refundable after they have been purchased or set up.

5. Partial Refunds

- Partial refunds may be granted if the service provided is incomplete or has not been delivered according to the agreed scope. The amount refunded will be calculated based on the work completed and any third-party costs incurred.
- **Digital Marketing**: Refunds will be calculated based on the scope of work completed for the first campaign phase or agreed-upon milestones.

6. Refund Process

- All refund requests must be made in writing and sent to <u>support@primelogicsolutions.com</u> within the **first 14 days** of the service delivery or project initiation.
- AA Design Studio will evaluate the request and assess whether the conditions for a refund are met.
- Refund requests will be processed within 14 business days after approval.
- If a refund is approved, it will be processed through the same payment method used for the transaction. Refunds may take 5-10 business days to be credited back to the client's account.

7. Exceptions

- No refunds will be issued if the client fails to provide necessary assets or feedback that affects project progress.
- Refunds may not be issued if the client does not adhere to the agreed timelines or project requirements.

8. Contact Us

For any questions or concerns regarding our **Refund Policy**, please contact us:

• **Email**: support@primelogicsolutions.com

• **Phone**: [Your Contact Number]

This refund policy is designed to ensure transparency between **AA Design Studio** and our clients, providing clear guidelines on when refunds can be issued. Let me know if you'd like any further updates or modifications to this policy!

Freelancer Developers vs AA Design Studio Service Agreement

This **Service Agreement** (the "Agreement") is entered into between **AA Design Studio** ("Service Provider" or "AA Design Studio") and the **Freelancer Developer** ("Freelancer" or "Contractor"). This Agreement outlines the terms and conditions governing the relationship between both parties regarding the provision of development and other related services.

Effective Date: [Effective Date of Agreement]

Service Provider: AA Design Studio

Freelancer: [Freelancer Name]

Agreement Reference Number: [Unique Reference Number]

1. Scope of Services

AA Design Studio engages the Freelancer to provide the following services:

- **Software Development**: Development of web and mobile applications, APIs, and database integration.
- **Digital Marketing**: SEO services, content creation, social media campaigns, and digital advertising.
- **Consulting**: Providing expert advice in areas like technology selection, software architecture, and business solutions.
- **Specific Deliverables**: The Freelancer will deliver the agreed-upon work according to the milestones, timelines, and specifications outlined in the project scope document.

2. Project Timeline and Deliverables

The following timelines apply to the specific project being worked on:

Start Date: [Start Date]

• Completion Date: [Completion Date]

 Milestone Deliverables: The project will be broken down into deliverable milestones (e.g., design phase, development phase, testing phase). Each phase will be clearly defined in the project scope document.

3. Payment Terms

- Total Project Fee: [Total Fee Amount]
- Payment Schedule:
 - o **Initial Deposit**: [Amount/Percentage] due upon signing this Agreement.
 - Milestone Payments: Payments will be made upon the completion of each milestone, as outlined in the project scope document.
 - Final Payment: The final payment will be made upon project completion and client acceptance of all deliverables.
- Late Payments: A late fee of [Late Fee Percentage] per month will be charged on overdue payments.

4. Freelancer Responsibilities

- The Freelancer will be responsible for:
 - Meeting project deadlines and delivering work as per the scope and quality standards.
 - Communicating regularly with AA Design Studio and providing progress reports.
 - Ensuring that all deliverables are bug-free and meet the requirements outlined in the project scope.
 - Using the agreed-upon technologies and frameworks for development, as discussed in the project specification.

5. AA Design Studio Responsibilities

- AA Design Studio will:
 - Provide the Freelancer with access to necessary tools, resources, and documentation.
 - Act as the main point of contact for any client-related queries or approvals.
 - Oversee the quality assurance process and ensure that the deliverables meet client expectations.

6. Intellectual Property

- **Ownership**: Upon full payment, the **Freelancer** transfers all rights, ownership, and intellectual property of the project deliverables to **AA Design Studio**.
- License: AA Design Studio retains the right to use the Freelancer's work for marketing or portfolio purposes but grants the Freelancer no rights to use the deliverables without express permission.

7. Confidentiality and Non-Disclosure Agreement (NDA)

Both parties agree to the following terms regarding confidentiality and non-disclosure of sensitive information:

 Confidential Information: Any information disclosed by either party that is marked confidential or can be reasonably understood as confidential, including business plans, software, customer information, trade secrets, and any proprietary information.

Obligations of the Freelancer:

- The Freelancer agrees not to disclose, share, or use any confidential information for any purpose other than performing their duties under this Agreement.
- The Freelancer will take all necessary precautions to safeguard the confidential information and ensure its security.

• Obligations of AA Design Studio:

- AA Design Studio agrees not to disclose any confidential information shared by the Freelancer in the course of the engagement, including their professional skills, methodologies, and any proprietary tools.
- Exceptions: Confidential information does not include:
 - Information that becomes publicly known without breach of this Agreement.
 - Information that the receiving party can demonstrate was already known prior to disclosure.
- Duration of NDA: The obligations in this section shall remain in effect for two years after the termination or expiration of this Agreement.

8. Warranties and Support

- **Freelancer Warranties**: The Freelancer warrants that the deliverables will meet the agreed specifications and will be free of defects.
- Post-Delivery Support: The Freelancer will provide [X] weeks/months of support after the delivery for bug fixes or minor changes, unless otherwise stated.

9. Termination

- By the Freelancer: The Freelancer may terminate this Agreement with written notice if AA Design Studio fails to make payments or breaches the terms of the Agreement.
- **By AA Design Studio**: AA Design Studio may terminate this Agreement if the Freelancer fails to deliver services on time, breaches the terms, or fails to meet the quality standards.
- Refunds: No refunds will be issued for services already rendered, unless otherwise agreed upon.

10. Limitation of Liability

AA Design Studio will not be liable for any indirect, special, incidental, or consequential damages arising from the Freelancer's work. The liability of **AA Design Studio** will be limited to the amount paid by the Client for the work in question.

11. Dispute Resolution

In the event of any dispute arising out of this Agreement, the parties will first attempt to resolve the issue through informal negotiation. If unresolved, the dispute will be settled through binding arbitration according to the rules of [Arbitration Organization] in [Location].

12. Miscellaneous

 Amendments: This Agreement may only be amended in writing and signed by both parties.

- **Force Majeure**: Neither party will be held liable for delays or failure to perform due to circumstances beyond their control, such as natural disasters or other unforeseen events.
- Governing Law: This Agreement will be governed by the laws of [Jurisdiction].

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By signing below, both parties agree to the terms and conditions outlined in this Service Agreement.

For AA Design Studio
Signature:
Name: [Authorized Person's Name]
Title: [Title]
Date:
For Freelancer
Signature:
Name: [Freelancer's Name]
Name: [Freelancer's Name] Title: [Title]

This version includes a **Non-Disclosure Agreement (NDA)** section to ensure the confidentiality and protection of sensitive information. Let me know if you need any additional details or modifications!