

BushidoFire Terms & Conditions Last updated: June 2023

THIS TERMS OF USE AGREEMENT (the "Agreement") constitutes a legally binding agreement by and between BushidoFire, a sole proprietorship organized under the laws of the State of Nevada ("BushidoFire"), and the client, whether personally or on behalf of an entity ("Client"), with regard to access and use of BushidoFire's website: <https://www.bushidofire.com> (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 BushidoFire shall cease and be of no further force and effect between the parties, except that any obligation of Client to pay BushidoFire for services rendered shall remain and continue to be an ongoing obligation owed by Client to BushidoFire.

1. Intellectual Property Rights Unless otherwise indicated, the Website is the property of BushidoFire, and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned and controlled by BushidoFire and protected by U.S. and international intellectual property laws. The Content and Marks are provided "as is" for informational and personal use only. Except as expressly stated herein, no Content or Marks may be copied, reproduced, republished, uploaded, posted, or otherwise exploited for any commercial purpose without BushidoFire's prior written permission.

2. Ownership of Materials All design and original source files created on Client's behalf ("Projects") belong to Client, and Client shall be the sole owner of the copyright for all such Projects. If any law would otherwise vest ownership in BushidoFire, BushidoFire hereby irrevocably assigns all rights to Client. Client warrants that all materials provided to BushidoFire are owned by Client and do not infringe on third-party rights. BushidoFire reserves the right to share Client work publicly (e.g., website, portfolio, social media) unless otherwise agreed per Section 19.

3. Third-Party Fonts If a Project incorporates fonts requiring a separate commercial license ("Third-Party Fonts"), BushidoFire will notify Client in writing. Client is responsible for purchasing any required licenses before reproducing or displaying the Project. BushidoFire is not liable for any infringement resulting from Client's failure to secure such licenses.

4. User Representations By using the Website, Client represents and warrants that Client has the legal capacity to agree to these Terms, is not a minor, will not use the Website for unlawful purposes or through automated/non-human means, and that Client's use will not violate any applicable law or regulation.

5. Prohibited Activities Client shall not make unauthorized use of the Website, circumvent security features, reverse-engineer or copy site code, upload malicious or disruptive code, harass BushidoFire staff, misuse BushidoFire's trademarks or materials, or use the Website in violation of law or for competitive purposes.

6. Client Feedback All feedback, suggestions, and submissions ("Submissions") become the property of BushidoFire. BushidoFire may use or publish Submissions without notice, acknowledgment, or compensation. Client waives any claims related to BushidoFire's use of such Submissions.

7. Management and Oversight BushidoFire reserves the right to monitor Website activity, enforce compliance, restrict access, and pursue legal action against violators, all at its sole discretion.

8. Privacy Policy By using the Website, Client agrees to the terms of BushidoFire's Privacy Policy. Data transferred to or processed in the U.S. is governed by U.S. laws. BushidoFire does not knowingly collect data from minors under 18 and will delete such data if discovered.

9. Returns and Refunds Refunds are granted solely at BushidoFire's discretion. If a refund is approved within the first month, all design materials remain BushidoFire's property and may not be used by Client. Approved refunds are subject to a 25% fee on the remaining billing period, and all payment processor fees are non-refundable.

9A. Payment Schedule All payments for BushidoFire's services are due in full on the 1st day of each calendar month. Payment must be received by BushidoFire no later than 11:59 p.m. Pacific Time on the 1st of the month to maintain active service. If payment is not received on or before the 1st of the month, BushidoFire will immediately pause all active services, project work, and deliverables. Access to any files, drafts, or in-progress materials may also be restricted until payment is received in full. Service will resume only after BushidoFire receives full payment for the current billing period. Any delays or missed deadlines caused by late payment shall not be the responsibility of BushidoFire. All payments are non-refundable, except as expressly stated in Section 9.

10. Modification BushidoFire may alter, modify, or discontinue the Website or its content at any time without notice. Such changes create no liability to Client.

11. Connection Interruptions BushidoFire does not guarantee uninterrupted service. Technical issues may arise, and BushidoFire shall not be liable for any loss or inconvenience caused by downtime or interruptions.

12. Governing Law These Terms shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of law principles.

13. Litigation; Venue Any legal action shall be brought exclusively in the state courts of Clark County, Nevada, or in the U.S. District Court for the District of Nevada. The parties consent to jurisdiction and venue in those courts and waive defenses of improper venue or forum non conveniens.

14. Disclaimer The Website is provided "as is" and "as available." BushidoFire disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. BushidoFire is not liable for errors, data loss, unauthorized access, service interruptions, malware, or third-party acts.

15. Limitation of Liability and Indemnification BushidoFire, its owner, and any contractors shall not be liable for any indirect, incidental, or consequential damages (including lost profits or data). Client agrees to indemnify and hold harmless BushidoFire from any claim, loss, or expense arising from Client's use of the Website or breach of these Terms.

16. User Data Client is solely responsible for all data transmitted through the Website. BushidoFire is not liable for data loss or corruption.

17. Electronic Communications and Signatures Client consents to receive electronic communications from BushidoFire and agrees that digital communications and electronic signatures have the same legal effect as paper documents and handwritten signatures.

18. Licensing Client is solely responsible for ensuring all materials used (fonts, images, videos, etc.) are properly licensed. Licenses owned by BushidoFire are not transferable unless explicitly stated in writing.

19. Showcasing Client Work BushidoFire reserves the right to display completed projects in its portfolio, website, and marketing materials unless an NDA is executed prohibiting such use.

20. Referrals Referral programs may be managed through third-party platforms (e.g., Rewardful.com). Participation constitutes agreement to those platforms' separate terms and conditions.

21. Miscellaneous These Terms constitute the entire agreement between Client and BushidoFire. Failure to enforce any provision does not waive future enforcement. If any provision is held invalid, the remainder shall remain in effect. These Terms do not create a partnership, joint venture, or employment relationship.

22. Contact Information For any questions or complaints regarding the Website, please contact: steve@bushidofire.com www.bushidofire.com BushidoFire — Clark County, Nevada, USA