

READ-ONLY

THE GLOW UP INTENSIVE

Terms of Service Agreement

1. Parties and Services

By signing this agreement, you (“Client”) agree to retain Cassandra Desrosiers of Desro Digital LLC (“Service Provider”) to provide brand strategy development, custom web design, search engine optimization (“SEO”), automations, and/or related digital marketing services packaged under “The Glow Up Intensive” (the “Services”), subject to the terms of this Agreement.

Service Provider will provide strategic consulting, design, and implementation services tailored to Client’s priorities as identified in the pre-Intensive process and during the Intensive day(s).

2. Intensive Structure, Scope, and Client Responsibilities

2.1 Structure. During the scheduled Glow Up Intensive, Service Provider agrees to devote up to eight (8) hours to assignments determined by Client, plus:

- One (1) hour for a pre-Intensive kick-off call.
- One (1) hour for post-Intensive revisions.
- Fourteen (14) days of post-Intensive email support regarding work completed during the Intensive.

2.2 Scope and limitations. Client understands that the amount of work completed during the Intensive depends on:

- The complexity and number of requested tasks.
- The completeness and quality of Client’s prep work and content.
- Client’s responsiveness during the Intensive.

Service Provider does not guarantee that any specific list of deliverables will be completed within the Intensive time frame.

2.3 Client responsibilities. Client agrees to:

- Complete all required pre-work, questionnaires, and content submissions by the deadlines provided.
- Designate a single primary decision-maker with authority to give feedback and approvals.

- Remain reasonably available and responsive via the agreed communication channel(s) during the Intensive hours.
- Failure to meet these responsibilities may reduce what can be accomplished during the Intensive and does not entitle Client to a refund or free additional time.

3. Location and Scheduling

Work will be performed remotely from Service Provider's offices, but may occasionally take place at other locations as required. The priority of the work during a Glow Up Intensive, and the scheduling of the Glow Up Intensive, will be at the Client's discretion, subject to Service Provider's availability. Work will normally occur between 9:00 a.m. and 5:00 p.m. Eastern Time on weekdays.

4. Post-Intensive Support and Revisions

4.1 Post-Intensive email support. During the fourteen (14) days following the Intensive, Client may email Service Provider with questions or concerns specifically related to the work performed during the Intensive. Service Provider will respond via email and may, at their discretion, provide video tutorials or other guidance.

4.2 Included revisions. One (1) hour of post-Intensive revisions is included and intended for reasonable adjustments to deliverables created during the Intensive (e.g., copy tweaks, minor layout edits, or clarifications), not for new features, pages, or additional assets.

4.3 Additional work. Any additional design, website, or digital work beyond what was reasonably achievable during the Intensive or beyond the included revision hour will be considered out of scope and may be booked as an additional day or half-day Intensive at the then-current rate.

5. Fees, Payments, Payment Plans, and Late Payments

5.1 Fees. Payment for the Services will be made to Service Provider at a rate of \$1,200 per day (or the then-current day rate published by Service Provider at the time of booking).

5.2 Payment schedule. Client may either:

- Pay in full at the time of booking; or
- Pay a non-refundable deposit of fifty percent (50%) at the time of booking and pay the remaining balance no later than twenty-four (24) hours before the first scheduled appointment date.

- Work will not commence until the required payment(s) have been received and cleared.

5.3 Late payments. Payments not received by the due date may incur a late fee and/or result in the Intensive being postponed or cancelled at Service Provider's discretion. Client remains responsible for any outstanding balance.

5.4 Chargebacks. Client agrees not to initiate a chargeback with their payment provider and to address any billing concerns directly with Service Provider. Initiating a chargeback will be considered a material breach of this Agreement.

5.5 Buy Now, Pay Later Payment Plans (If Applicable). From time to time, Service Provider may offer a "Buy Now, Pay Later" payment option ("BNPL Plan"). If Client is approved for and elects to use a BNPL Plan, the following terms apply in addition to the payment terms above:

- a. Custom payment schedule.** Client's total project investment, number of payments, and specific payment dates will be outlined in writing (for example, in the booking confirmation email or invoice) and are incorporated into this Agreement by reference. By accepting the BNPL Plan, Client agrees to pay all installments in full and on time in accordance with that schedule.
- b. Booking with \$0 today.** In some cases, Client may be permitted to book Intensive dates with \$0 due at the time of booking. In those cases, Client understands that:
 - Reserved dates are conditionally held based on Client's agreement to the BNPL Plan; and
 - If Client fails to make the first scheduled payment by the agreed date, Service Provider may, at their discretion, release the dates and/or cancel the Intensive while Client remains responsible for any amounts already due under the BNPL Plan.
- c. Invoices and payment method.** Payments under a BNPL Plan may be processed via third-party payment platforms (such as Square) and may be set up as automatic charges on the dates listed in the payment schedule. Client authorizes Service Provider and/or the payment processor to charge the designated payment method for each installment on or after the scheduled due date until the total agreed amount has been paid.
- d. Late or missed BNPL payments.** If a scheduled payment is not received on or before the due date, Service Provider may:
 - Assess a reasonable late fee;
 - Pause work, access to the Client Portal, and/or scheduled Intensive dates; and/or

- Cancel the Intensive and release reserved dates.
Any such cancellation does not entitle Client to a refund of amounts already paid.
- e. **No chargebacks.** Section 5.4 (Chargebacks) applies in full to all BNPL Plans. Client agrees not to dispute or reverse any installment payment that is processed in accordance with the agreed BNPL schedule.

6. Additional Services and Expenses

Services in addition to the Intensive days may be offered by Service Provider at their discretion at the day or half-day rate and will be billed separately.

Any expenses exclusive of normal overhead are not included in this Agreement and will be billed separately. Examples include stock images, premium font licenses, and third-party application services such as web hosting, email services, and domain registration. Client is responsible for all such third-party costs and subscriptions.

7. Intellectual Property and Portfolio Use

7.1 Ownership of final deliverables. Upon receipt of full payment, the results of any and all work performed by Service Provider for Client during the Intensive that is specifically created for Client's brand and business (the "Deliverables") will become the property of Client, subject to Service Provider's rights in pre-existing materials as described below.

7.2 Pre-existing materials and tools. Service Provider retains all rights, title, and interest in any pre-existing methods, frameworks, processes, templates, code snippets, design systems, training materials, and other intellectual property used or referenced in the course of providing the Services. Service Provider grants Client a non-exclusive license to use such materials solely as incorporated into the Deliverables for Client's internal business purposes.

7.3 Client content. Client represents that all content, images, trademarks, and other materials supplied by Client do not infringe the rights of any third party and that Client has obtained all necessary permissions and licenses for their use.

7.4 Portfolio and marketing use. Client understands that any written statements, images, audio recordings, video recordings, and screenshots of the Deliverables or website while participating in the Intensive and made on behalf of the Service Provider may be used in connection with publicizing and promoting Service Provider in portfolios, websites, social media, and marketing materials. Client authorizes Service Provider to use their name,

business name, brief biographical information, and written or recorded statements for such purposes, unless Client requests confidentiality in writing.

8. Confidentiality and Access

8.1 Confidential information. Both parties agree to keep confidential any non-public business, technical, or personal information disclosed in connection with the Services and to use such information only as necessary to perform their obligations under this Agreement, except where disclosure is required by law.

8.2 Access and security. Client is responsible for granting and revoking access to hosting accounts, CMS platforms, email service providers, and other tools. Client is responsible for maintaining appropriate backups and security measures for their website and data. Service Provider will take reasonable care in handling access credentials but is not responsible for unrelated losses, outages, or security breaches in third-party systems.

9. Relationship of the Parties

Service Provider is an independent contractor and is not an employee, partner, or agent of Client. Nothing in this Agreement creates a joint venture, partnership, or employment relationship. Client is solely responsible for their own business operations, financial decisions, and compliance with applicable laws and regulations.

10. No Guarantee of Specific Results

Client acknowledges that Service Provider does not and cannot guarantee specific business outcomes such as increased traffic, revenue, client inquiries, search rankings, or conversions. Any examples of results are illustrative only. Results depend on many factors outside Service Provider's control, including but not limited to Client's industry, pricing, marketing efforts, and implementation of recommendations.

11. Disclaimers, Limitation of Liability, and Indemnification

11.1 Disclaimers. Except as expressly stated in this Agreement, the Services and Deliverables are provided "as is" and "as available," without warranties of any kind, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

11.2 Limitation of liability. To the fullest extent permitted by law, Service Provider's total liability to Client for any claim arising out of or relating to this Agreement shall not exceed the total fees actually paid by Client to Service Provider under this Agreement. In no event shall Service Provider be liable for any indirect, incidental, consequential, special,

or punitive damages, including loss of profits or business opportunities. This limitation shall not apply where prohibited under Massachusetts law.

11.3 Indemnification. Client agrees to indemnify, defend, and hold harmless Service Provider from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Client's use of the Deliverables;
- Client's breach of this Agreement; or
- Client's use of any content, images, or materials supplied by Client, including intellectual property or privacy claims by third parties.

12. Cancellations, Rescheduling, and Refunds

12.1 Non-refundable purchase. This purchase is non-refundable. Client's deposit and any payments made are non-refundable, regardless of whether Client attends or completes the Intensive, except where otherwise required by law.

12.2 Client rescheduling. Client may transfer their Intensive to another date or service with at least seven (7) days' prior written notice, subject to Service Provider's availability.

12.3 Deposit validity. Client's deposit is valid for ninety (90) days from the date of payment and must be used within that time frame. If the Intensive does not occur within ninety (90) days, or if Client fails to request a new date at least seven (7) days prior to their booked appointment, the deposit will be forfeited, and the Intensive will be terminated. If Client wishes to reschedule beyond ninety (90) days, the original deposit may, at Service Provider's discretion, be applied to a new booking at the then-current Intensive rate, which may differ from the original rate.

12.4 Service Provider rescheduling and force majeure. Service Provider reserves the right to reschedule the Intensive due to illness, emergency, or circumstances beyond Service Provider's reasonable control, including but not limited to power outages, technology failures, or force majeure events. In such cases, Service Provider will offer Client the next available date. Neither party will be liable for delays or failures in performance caused by events beyond their reasonable control.

13. Governing Law, Dispute Resolution, and Entire Agreement

13.1 Governing law and venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict-of-law principles. Any disputes arising out of or relating to this Agreement shall be brought in

the state or federal courts located in the State of Georgia, and the parties consent to the personal jurisdiction of such courts.

13.2 Dispute resolution. Prior to initiating any formal legal action, the parties agree to first attempt in good faith to resolve any dispute through informal discussions, and, if mutually agreed, mediation with a neutral third party.

13.3 Entire agreement and amendments. This Agreement contains the entire understanding between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements, proposals, and communications, whether written or oral. Any amendments or modifications must be in writing and signed (including electronically) by both parties.

13.4 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.5 Assignment. Client may not assign or transfer this Agreement without Service Provider's prior written consent. Service Provider may assign this Agreement to a successor or affiliate in connection with a merger, acquisition, or sale of business assets.

☐ I have read and agree to the terms above.