

HILDA STUDIO TERMS & CONDITIONS

Issued by Hildabroom Management, a California sole proprietorship ("Hilda Studio," "we," "us," "our").

Project: Custom Website Design & Build (Prepaid)

Effective Date: October 01, 2025

1) Scope & Deliverables

Hilda Studio will provide a custom website design/build as described on the checkout page or any written specification confirmed via email. Unless expressly stated, scope excludes: Custom-built portfolio website, 1-year of ongoing maintenance, content writing. We may use standard libraries, templates, or third-party services to deliver the project.

2) Payment; All-Sales-Final / No Refunds

The fee is due in full at checkout and covers the defined scope only. Because we begin allocating time and resources immediately, all payments are non-refundable and non-cancelable for any reason, including client schedule changes, design preference changes, or third-party platform issues. Where required by law, any non-waivable consumer rights still apply.

3) Client Responsibilities

You agree to: (a) provide timely content, brand assets, copy, images, and approvals; (b) ensure you have the necessary rights and licenses to all materials you supply; (c) review and approve deliverables within five (5) business days of delivery (silence may be treated as approval for scheduling purposes); and (d) keep account credentials secure and provide reasonable access needed to perform the work.

4) Intellectual Property; License

Upon receipt of full payment, and except for our Pre-Existing Materials (defined below), we assign to you the copyright in the final website design, layouts, and content we specifically create for you for this project ("Final Deliverables"). We retain ownership in all tools, frameworks, libraries, plugins, components, design systems, know-how, and reusable code we had or developed generally ("Pre-Existing Materials"). We grant you a non-exclusive, perpetual, worldwide license to use the Pre-Existing Materials solely as incorporated into your Final Deliverables. We may reuse general skills, ideas, and non-confidential know-how developed during the project. Until full payment is received, you receive a limited, revocable

license to internally review drafts; we may withhold transfer, remove staging access, or disable licenses for nonpayment.

5) Change Requests & Out-of-Scope Work

Any change to the agreed scope (including additional pages, features, or rounds of revision) may require a separate additional quote. We will notify you before charging for out-of-scope work.

6) Timeline; Acceptance

Projected timelines are estimates and depend on your timely feedback and content. A deliverable is deemed accepted on the earliest of: (a) your written acceptance; (b) your first production use; or (c) five (5) business days after delivery with no material, written rejection specifying issues.

7) Third-Party Services & Platforms

You are responsible for fees and terms of any third-party services (e.g., Shopify, domain hosting after the 1st year, payment processors, analytics). We are not responsible for outages, policy changes, or limitations of such services.

8) Domains, Hosting & Credentials

Unless explicitly stated, you remain the owner of your domain/hosting accounts. At project end, we will hand over reasonable admin access/exports for Final Deliverables. You are responsible for ongoing backups, updates, and security unless you separately purchase a maintenance plan.

9) Warranty Disclaimer (Services “As-Is”)

To the maximum extent permitted by law, the services and deliverables are provided “as is” and “as available,” without warranties of any kind, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant specific rankings, conversion rates, traffic, sales, or uninterrupted/error-free operation.

10) Limitation of Liability

To the maximum extent permitted by law, our total aggregate liability for all claims arising out of or related to this agreement shall not exceed the amount you paid for the specific project giving rise to the claim. We will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages; lost profits, revenue, or data; business interruption; or replacement service costs.

11) Indemnification by Client

You will defend, indemnify, and hold harmless Hildabroom Management (including its owners, employees, and contractors) from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) content or materials you provide; (b) your breach of these Terms; (c) your use of the deliverables contrary to these Terms or applicable law; or (d) third-party disputes over intellectual property or privacy rights in your content.

12) Compliance; Accessibility; Privacy

You are solely responsible for legal and regulatory compliance of your site and business (including privacy, data protection, accessibility/ADA obligations, disclosures, and industry-specific rules). We can implement features you request but do not provide legal advice or guarantee compliance. If we provide a template privacy policy or notices, they are for convenience only and should be reviewed by your counsel.

13) Search, Performance & Security Disclaimers

Search-engine performance, ad performance, and site security depend on many external factors. We do not guarantee indexation, rankings, performance metrics, or immunity from attacks. You are responsible for ongoing updates, backups, monitoring, and security unless a separate maintenance plan is purchased.

14) Portfolio & Credit

Unless you notify us in writing before project completion, you grant us the right to display non-confidential images or links of the finished work in our portfolio and marketing materials, and to include a discreet "Site by Hilda Studio" credit link in the footer. We will remove the credit upon written request.

15) Confidentiality

Each party will keep the other party's non-public information confidential and use it only to perform under these Terms, except where disclosure is required by law.

16) Force Majeure

Neither party is liable for delays or failures due to events beyond reasonable control (e.g., acts of God, labor disputes, outages, governmental actions).

17) Dispute Resolution; Governing Law

These Terms are governed by the laws of the State of California, without regard to its conflicts rules. Venue and exclusive jurisdiction lie in the state and federal courts located in Los Angeles County, California, unless a binding arbitration agreement is separately and lawfully executed and enforceable under applicable law. Class-action waivers may not be enforceable in all contexts.

18) Entire Agreement; Changes; Notices

These Terms (together with the checkout description) constitute the entire agreement for this project and supersede prior discussions. We may update these Terms for future orders by posting a revised version on our website; changes will not retroactively alter an already-purchased scope without mutual written agreement. Notices may be sent to the email you used at checkout.

19) Acceptance

By completing payment at checkout and/or downloading these Terms from the receipt page, you acknowledge that you have read, understood, and agree to be bound by them.

Contact

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Los Angeles, California
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This document is provided for general informational purposes and is not legal advice. Consult an attorney licensed in your jurisdiction to tailor these Terms to your specific needs.