

Website Services Terms

CRE8 · Last updated October 1, 2026 · <https://www.cre8.xyz/view/legal/services>

These Website Services Terms apply to every Order Form between CRE8, doing business as CRE8 ("CRE8", "we" or "us"), and the client named in the Order Form ("Client" or "you").

1. Order Forms and precedence

Each Order Form describes specific services, deliverables, fees and dates. If an Order Form conflicts with these Terms, the Order Form controls for that engagement. The Agreement can be changed only by a written change that both parties accept, including electronically.

2. Client responsibilities

Client will:

- provide accurate content, branding, information and approvals that the work needs, and confirm that Client has the rights to everything it provides ("Client Materials");
- respond to requests for review, information or approval within five business days;
- give CRE8 the access it needs to domains, hosting, accounts and third-party services, and keep accounts held in Client's name in good standing;
- remain responsible for Client's business, products and services, and for the accuracy and legality of Client Materials, including claims, prices, health and safety statements and licenses;
- remain responsible for the privacy notices, consents and policies Client's website needs, including consent for marketing emails and text messages. CRE8 can provide templates for these documents, but they are not legal advice, and Client should have them reviewed for its business.

If Client's delays or missing materials hold up the work, dates move accordingly. If a project is on hold for more than 30 days because of Client, CRE8 may invoice for work completed to date and schedule the remaining work when Client is ready.

3. Fees and payment

Client will pay the fees in the Order Form. Deposits are due on signing and are non-refundable once work has begun, except as stated in "Term and termination". Monthly fees are billed in advance. Payments may be made by card or bank transfer through CRE8's payment processor, or as otherwise stated on the invoice.

Fees exclude sales, use and similar taxes, which Client will pay where they apply, other than taxes on CRE8's income. Amounts not paid when due may bear a late charge of 1.5% per month, or the highest rate the law allows if lower. If an invoice is more than 10 days overdue, CRE8 may pause work and, after a further 10 days' written notice, suspend hosting and managed services until the account is brought current. Before disputing a charge with your bank or card issuer, contact CRE8 so that we can try to resolve it.

4. Changes

Client may request changes to the scope at any time. CRE8 will tell Client in writing how a change affects the fees and the schedule, and will begin the changed work once Client approves. Small changes that fit

within included revisions or plan hours do not need a separate approval.

5. Review and acceptance

CRE8 will submit deliverables for Client's review. Within five business days, Client will either accept the deliverable or give CRE8 a written list of specific ways it does not meet the Order Form. CRE8 will correct those points and resubmit, and that round counts toward the included revisions. A deliverable is accepted when Client accepts it, when Client does not respond within five business days of submission, or when Client publishes or uses it in its business. Revisions beyond those included are billed at CRE8's then-current rate, quoted in advance.

6. Monthly plans

Plan hours are measured in quarter-hours, are available only in the month they are billed, and do not roll over unless the Order Form says so. Response times are measured in business days and are targets for an initial response, not a guaranteed time to resolution. Plans do not include round-the-clock support, emergency response, new features or major redesigns unless the Order Form says so; that work is quoted separately.

7. Hosting, platform and third-party services

Websites managed under a plan may run on the CRE8 platform. CRE8 will use commercially reasonable efforts to keep it available and secure, and may perform maintenance, which it will schedule to limit disruption where practical. CRE8 does not promise uninterrupted availability.

The work may rely on third-party services, such as domain registrars, payment processors, email and text-message providers, booking tools, analytics and maps. Those services are provided under their own terms. CRE8 is not responsible for their availability, changes, fees or decisions, such as account approvals, payment holds or delivery of messages. Accounts for third-party services that Client needs to own its business, such as its domain and payment account, should be held in Client's name.

8. Ownership and licenses

Client Materials. Client keeps all rights in Client Materials and grants CRE8 a non-exclusive license to use them to perform the services.

Deliverables. When Client has paid all fees due for a deliverable, Client owns the content created specifically for Client under the Order Form, such as custom copy, graphics and page content (the "Deliverables"), and CRE8 assigns its rights in them to Client.

CRE8 Platform and pre-existing materials. CRE8 keeps all rights in its software, platform, templates, components, design systems, tools, know-how and anything it created independently or before the Order Form ("CRE8 Materials"). To the extent CRE8 Materials are part of the Deliverables, CRE8 grants Client a non-exclusive, non-transferable license to use them as part of Client's website and business while Client is current on its fees. Third-party components, such as fonts, stock media and open-source software, are licensed under their own terms.

Leaving the platform. If the services end and all fees are paid, CRE8 will, on request, provide an export of Client Materials and Deliverables in a commonly used format, such as HTML, images and text. The CRE8 platform itself is not transferred.

9. Confidentiality

Each party will keep the other's non-public business information, such as pricing, plans, customer information and account credentials, confidential, use it only for the Agreement, and protect it with reasonable care. This does not apply to information that is or becomes public through no fault of the receiving party, that the receiving party already knew or developed independently, or that it receives lawfully from someone else. A party may disclose information when required by law, after giving notice where allowed. These obligations last for three years after the Agreement ends, and for as long as the information remains a trade secret or personal information.

10. Data protection

When CRE8 processes personal information about Client's customers or website visitors, such as form entries, bookings, orders and subscriber lists, CRE8 acts as Client's service provider. CRE8 will:

- process that information only to provide the services and as Client instructs in writing, and not sell it, share it for targeted advertising, or combine it with other data for its own purposes;
- ensure that people who handle it are bound by confidentiality;
- protect it with reasonable administrative, technical and physical safeguards;
- use sub-processors, such as hosting, email, text-message and payment providers, that are bound by data-protection obligations, and remain responsible for them;
- help Client respond to individuals' requests to access, correct or delete their information;
- notify Client without undue delay after confirming a security incident that affects that information;
- delete or return that information when the services end, unless the law requires CRE8 to keep it.

Client is responsible for having a lawful basis and the required notices and consents for the information it asks CRE8 to collect.

11. Subcontractors

CRE8 may use qualified employees, contractors and collaborators to perform the services. CRE8 remains responsible for their work and for their compliance with the Agreement.

12. Warranties and disclaimers

CRE8 will perform the services in a professional and workmanlike manner. If, within 30 days after acceptance, a website deliverable does not work as accepted because of CRE8's error, CRE8 will fix it at no charge; that is Client's sole remedy for a breach of this warranty.

CRE8 does not guarantee search rankings, traffic, leads, sales or other business results, or approvals by third parties such as search engines, app stores and payment processors. Some drafting, research or design may be assisted by software tools, including artificial intelligence; CRE8 reviews the work, and Client approves content before it is published. Except as stated in this section, the services and deliverables are provided "as is", and each party disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose and non-infringement, to the extent the law allows.

13. Limitation of liability

Neither party is liable to the other for indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue or data, even if advised of their possibility. Each party's total liability arising out of or relating to the Agreement is limited to the fees Client paid under the applicable Order Form in the twelve months before the event giving rise to the claim. These limits do not apply to Client's obligation to pay fees, to a party's indemnity obligations, or to liability for gross negligence, fraud or willful misconduct.

14. Indemnification

Client will defend and indemnify CRE8 against third-party claims arising from Client Materials, Client's products and services, or Client's violation of law. CRE8 will defend and indemnify Client against third-party claims that original Deliverables created by CRE8, excluding Client Materials, third-party components and changes made by others, infringe a United States copyright. The indemnified party will give prompt notice of the claim, reasonable cooperation, and control of the defense to the indemnifying party, which will not settle a claim that imposes obligations on the indemnified party without its consent.

15. Term and termination

The Agreement starts on the Effective Date and continues while any Order Form is in effect. A fixed project ends when its deliverables are accepted and paid for. Monthly plans continue until cancelled as described in the Order Form.

Either party may terminate the Agreement or an Order Form if the other party materially breaches it and does not cure the breach within 15 days after written notice, or within 10 days for non-payment. Client may also end a fixed project early on written notice.

When an Order Form ends for any reason, Client will pay for work performed and approved expenses incurred through the end date, and any monthly fee for the current billing period. If a fixed project ends early, the deposit is applied to work performed; if CRE8 ended it because of its own uncured material breach, CRE8 will refund any part of the deposit not earned by work delivered. CRE8 will deliver the work-in-progress that Client has paid for, and hosting continues through the end of the paid period. Sections that by their nature should survive termination, including payment, ownership, confidentiality, data protection, limitation of liability, indemnification and governing law, survive.

16. Independent contractors

The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, employment or agency relationship. Neither party may bind the other.

17. Notices

Notices under the Agreement must be in writing and sent by email to the addresses in the Order Form, or to an updated address a party gives by notice. A notice is effective when sent, unless the sender receives an automated message that it was not delivered.

18. Electronic signatures and records

The parties agree to conduct this transaction electronically. Electronic signatures, including typing one's name and selecting a signing control, are valid and have the same effect as handwritten signatures, and electronic records of the Agreement are the original records. Each party may download and keep a copy

of the signed Agreement.

19. Governing law and disputes

The Agreement is governed by the laws of the state in which CRE8 has its principal place of business, without regard to its conflict-of-laws rules.

Before starting a lawsuit, a party will describe the dispute in writing and the parties will try in good faith to resolve it within 30 days. In any action to collect fees or enforce the Agreement, the prevailing party may recover its reasonable attorneys' fees and costs.

20. General

The Agreement is the entire agreement between the parties about its subject and replaces any earlier proposals and discussions. Neither party may assign it without the other's consent, except to a successor to all or substantially all of its business on notice. Neither party is liable for delays caused by events beyond its reasonable control, other than payment obligations. If a provision is unenforceable, it will be modified to the minimum extent needed and the rest remains in effect. A party's failure to enforce a provision is not a waiver.