



UPstruct
live

PROJECT CONTRACT

from UPstruct Live

TERMS OF SERVICE

The above-listed rates of payment and services have been agreed upon by UPstruct and the company or client requesting the services ("Client").

By purchasing, UPstruct and the Client confirm that the services listed above are the extent of services to be provided by UPstruct as both parties are aware of at the date of signing. Both parties agree upon the scheduled rate of services. UPstruct estimates that the above-listed amount(s) of time needed to complete this project are accurate. UPstruct confirms to the Client that notice will be sent within fourteen (14) days of expected payment date if the actual project time, services, or additional necessary tools or resources will incur greater fees than estimated, and discuss possible alternatives.

Client understands that if they wish to cancel their UPstruct Live Airtime service, 30 days written notice is required prior to scheduled billing date.

The above-listed amounts do not include any fees that may be incurred in signing up for third-party services, acquiring necessary additional resources, or any other extemporaneous purchases that are necessary to complete the project, such as but not limited to acquiring domain names or hosting accounts. Certain Client Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials ("Third-Party Services"). We do not control any Third-Party Services. We additionally make no claim or representation regarding the third-party services and accept no responsibility for the quality, content, nature, or reliability of Third-Party Services accessible from our websites, applications, software or any other element of the Client Services. There is no implied affiliation, endorsement, or adoption by the Organization of these Third-Party Services and we shall not be responsible for any content provided on or through these Third-Party Services. Parties are personally responsible to read the terms of use and legal agreements that apply to these Third-Party Services.

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state in which this Agreement has been signed. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Arizona. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Organization will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.