FORGE 918

Terms of Service Agreement

Forge918 Terms and Conditions · Version 2.2 · Effective August 28, 2026

By signing below, Client accepts the Forge918 Terms and Conditions, Version 2.2, effective August 28, 2026, as incorporated into the Order identified here. The signer represents that they are authorized to bind the organization named below.

Client Printed Name

Title

Client Organization (legal name)

Order / Quote Reference

Client Signature

Date

Forge918 Signature

Date

Client Initials — acknowledges Sections 07 (Fees, Payment, and Refunds), 12 (Managed Hosting), 14 (Intellectual Property), and 31 (Limitation of Liability)

FORGE 918

Terms and Conditions

https://forge918.com/terms/

Version 2.2 · Effective August 28, 2026

ORDER PRECEDENCE

The accepted Order states project-specific scope, price, schedule, revisions, subscription terms, and approved exceptions. A more specific accepted Order provision controls for that project.

AGREEMENT · 01-06

Introduction

These Terms and Conditions (the **“Terms”**) govern the services that Forge918 provides to the person or organization identified as the client in an Order (the **“Client”**). In these Terms, an **“Order”** means a proposal, quote, order form, service agreement, statement of work, or invoice that identifies services to be purchased and incorporates these Terms.

Forge918 offers these services for business and commercial use, not primarily for personal, family, or household use. If a transaction is nevertheless legally treated as a consumer transaction, any nonwaivable consumer right controls over an inconsistent provision of the Agreement.

The Order and these Terms form the agreement between Forge918 and Client (the **“Agreement”**). The Order states the project-specific scope, price, schedule, revision allowance, subscription terms, and any approved exceptions. If an Order conflicts with these Terms, the more specific term in the Order controls for that Order. An exception to Forge918's ownership, source-code, or managed-hosting provisions is effective only if a writing signed by Forge918 expressly identifies the provision being changed.

These Terms are **Version 2.2**. The **“Effective Date”** of this version is **August 28, 2026**. Each posted or delivered copy of these Terms identifies its version and Effective Date as described in Section 36.

01 Acceptance and Agreement

Client accepts the Agreement by signing or electronically accepting an Order, affirmatively accepting these Terms through an electronic process, paying a deposit or invoice that incorporates these Terms, or purchasing a Forge918 service through a process that presents these Terms before purchase. Merely viewing or using a public website, without more, does not by itself make a visitor a Client under these Terms.

Forge918 may retain reasonable records of acceptance, including the applicable Terms version and effective date, the accepted Order, the identity supplied by Client, the acceptance method, and the acceptance timestamp. A person accepting for an organization represents that the person is authorized to bind that organization.

02 Contracting Party and Future Business Reorganization

As of the Effective Date, **“Forge918”** means Dylan Kedzior, individually, doing business under the trade or business name Forge918. The contracting party is Dylan Kedzior, not a separate Forge918 legal entity, and the Agreement does not represent Forge918 as a limited liability company.

If the Forge918 business is later organized into an LLC or another successor entity, the Agreement may be assigned to and assumed by that entity as provided in Section 34. A legitimate reorganization alone will not automatically end an active service, eliminate a valid Client right, or excuse an obligation already due. Forge918 will provide reasonable notice of a change in the contracting entity and updated notice information.

03 Services and Project Scope

Forge918 may provide landing pages, multi-page websites, e-commerce or restaurant-ordering integrations, custom development, managed hosting, Care, Care+, Pay-Per-Edit work, Frontier API and MCP functionality, Telegram management tools, analytics

or reporting, domain and DNS management, and other integrations described in an Order.

The Order defines the purchased deliverables, price, assumptions, revision allowance, target schedule, subscription features, and exclusions. Public service descriptions are informational unless incorporated into the Order. A feature is included only when the Order, applicable plan description, or current service documentation makes it part of the purchased service. These Terms govern the overall relationship and do not expand a project's stated scope.

04 Client Responsibilities

Client will provide complete, accurate, and timely information, materials, instructions, approvals, credentials, and access reasonably needed for the work. Client is responsible for the accuracy and legality of its business name, services, prices, hours, locations, menus, product data, promotions, testimonials, policies, contact information, and other business claims.

Client represents that it owns or has permission to use and authorize Forge918 to use every logo, trademark, photo, video, recording, text, product listing, customer record, or other material Client supplies. Client will not instruct Forge918 to publish unlawful, misleading, infringing, or unauthorized material. Client must review proofs and requests for approval carefully and promptly notify Forge918 of errors or changed information.

Client remains responsible for its business operations, legal disclosures, accessibility obligations applicable to its business, industry-specific rules, licenses, taxes, customer service, and the legal sufficiency of policies Forge918 is not expressly engaged to prepare. Forge918 does not provide legal, tax, accounting, health, or regulatory advice.

If a purchased service sends email, text, or other messages to Client's customers or contacts on Client's behalf (for example, a review request), Client is responsible for obtaining and keeping a record of any consent the law requires for those messages, for supplying only contacts Client is authorized to message, and for honoring opt-out requests. Forge918 may decline, limit, or stop sending a message that it reasonably believes lacks the required consent or violates a platform rule.

05 Project Schedule, Cooperation, and Approvals

Dates are estimates unless an Order expressly states that a date is guaranteed. Progress depends on Client's timely delivery of content, credentials, decisions, feedback, and approvals, as well as third-party availability.

Forge918 may reasonably pause work or adjust milestones when Client delay, changed instructions, unavailable access, nonpayment, or a third-party dependency prevents work from continuing. A Client approval authorizes Forge918 to proceed based on the approved material, but does not waive Forge918's obligation to correct work that fails to match the approved scope.

06 Revisions and Change Requests

The Order states the included revision allowance. An ordinary revision may include a wording change, image substitution, corrected business fact, or minor in-scope layout adjustment. Unused revisions do not become an unlimited future editing entitlement unless the Order says otherwise.

New pages beyond the scope, a booking system, customer portal, major ordering workflow, application, substantial database function, custom integration, redesign, or other materially new capability is a scope change rather than an ordinary revision. Forge918 may quote additional fees, schedule the work separately, or decline a request that is incompatible with the managed platform. Forge918 will seek Client approval before beginning separately billable scope-expansion work.

PAYMENT AND SERVICE · 07-12

07 Fees, Deposits, Payment, and Refunds

Client will pay the deposits, project fees, recurring charges, add-ons, Pay-Per-Edit charges, hosting charges, approved expenses, taxes, and third-party pass-through costs stated in the Order or approved before the charge is incurred. A deposit is required only when the Order says so. Payment dates, accepted methods, and milestone billing are governed by the Order and applicable law.

Payment Required Before Live Deployment

Receipt of full cleared payment is a condition precedent to Forge918's obligation to deploy or activate a purchased service in a live production environment. Unless an accepted Order expressly establishes a written payment plan, deferred-payment milestone, or no-cost service, Forge918 will not publicly launch a website, perform a production deployment, make a production DNS cutover, activate paid hosting or a recurring plan, release production access, or otherwise place the purchased service live until Forge918 has successfully received the full purchase price and every approved charge due before launch. A payment is not received while it is pending, declined, reversed, disputed, or subject to a failed transfer.

Forge918 may provide local, staging, password-protected, or other nonproduction previews before full payment. A preview is not a live deployment, does not start the included twelve-month hosting period, and does not waive the payment condition. Forge918 may postpone a target launch date while required payment remains unpaid without being in breach, and a revised launch schedule may account for Forge918's then-current availability after payment clears.

For a written installment or milestone plan, only the amount the accepted Order expressly permits to remain due after launch may remain unpaid; every amount designated as due before launch must clear first. The initial charge for a recurring service must clear before activation, but a later renewal amount that is not yet due does not prevent the original launch. A chargeback, reversal, or failed payment after launch is nonpayment and may result in suspension under Section 26.

All payments to Forge918 are final and nonrefundable unless the Agreement expressly states otherwise before Client makes the applicable payment. This default includes deposits, reservation payments, project and milestone payments, recurring charges for the current paid billing period, hosting, Pay-Per-Edit work, add-ons, approved expenses, third-party costs, and unused service time or capacity. Client's cancellation, change of mind, delay, failure to supply required material or access, nonuse, or decision to end a service before the end of a paid period does not create a refund or credit.

A deposit or reservation payment is earned when Forge918 reserves the project slot or begins onboarding, discovery, setup, or project work, whichever occurs first. It compensates Forge918 for that commitment and is not an additional cancellation

penalty. A milestone payment is earned when the corresponding milestone work is completed or made available for Client's review. A recurring charge is earned when the applicable billing period begins and the service is made available.

Any voluntary refund right or exception must appear before payment in the accepted Order or another written or electronic record expressly approved by Forge918. An oral statement, an after-the-fact request, or Forge918's decision to issue a discretionary courtesy credit in one instance does not amend this policy or establish a practice for another transaction.

This no-refund policy does not authorize Forge918 to retain a duplicate payment, an unauthorized charge, an amount charged in error, or a recurring charge collected after cancellation became effective. It also does not eliminate a refund, rescission remedy, or other relief that nonwaivable law requires. If Forge918 terminates a prepaid one-time service for its own convenience before providing the prepaid work, and Client is not in breach, Forge918 will return the portion reasonably attributable to work it will not perform after deducting completed work and noncancelable third-party costs. No refund is due under that sentence when termination results from Client's breach, nonpayment, unlawful or prohibited use, or failure to provide cooperation reasonably necessary for performance.

Forge918 may invoice for approved work already completed and noncancelable third-party expenses incurred for Client, even if the remaining project is paused or canceled. Forge918 may pause work or suspend affected services when an undisputed balance is past due after reasonable notice, subject to Section 26. Client is responsible for taxes imposed on its purchase other than taxes based on Forge918's net income.

Forge918 will not add a material fee or materially expand paid scope without Client's approval, except for taxes, usage, renewal, or third-party charges that the Agreement clearly discloses as variable or pass-through.

08 Promotions and Founding-5 Pricing

Promotional pricing applies only to purchases that satisfy the published or written eligibility rules during the applicable promotion. Exact promotional prices, duration, quantity limits, and other conditions belong in the applicable Order or

promotion terms and are not established by these Terms.

A Founding-5 Care or Care+ offer is available only when the qualifying subscription is selected with the original qualifying website build. Purchasing only the website does not reserve an expired Care or Care+ promotion for later use. If Client first adds Care or Care+ after the promotion ends, then-current pricing applies unless Forge918 expressly agrees otherwise in writing.

An Order may state that a promotional subscription rate lasts for a defined period and then changes to a stated base rate. Section 10 does not extend a time-limited promotional rate beyond that disclosed period. Forge918 may offer future promotions with different eligibility rules.

09 Care and Care+ Subscriptions

Care and Care+ are recurring managed-service plans. Depending on the selected plan and Order, they may include hosting, monitoring, backups, managed-domain assistance, content updates, support, lead capture, analytics or reporting, design refreshes, or enhanced API/MCP and data-management capabilities. The applicable Order and current plan description determine the exact included services, limits, fair-use expectations, response targets, and billing interval.

Before recurring billing begins, the Order must disclose the price, billing interval, any introductory period, when charges begin, whether charges renew automatically, and how Client may cancel. If automatic renewal is selected, Client authorizes recurring charges for the disclosed interval until cancellation takes effect. Client may give a clear cancellation notice through the notice channel in Section 37. Unless the Order or applicable law requires an earlier effective date, cancellation takes effect no later than the end of the then-current paid billing period. Cancellation does not create a prorated refund or credit for the current paid period; Section 7 governs all refund exceptions.

Forge918 will obtain Client's express consent to recurring billing separately from unrelated terms and will preserve a record of that consent. Cancellation may be sent by email to **dylan@forge918.com** and must be at least as simple as the method used to enroll. Forge918 will acknowledge a valid cancellation, stop future recurring charges after the effective cancellation date, and refund any recurring charge collected

after that date in error. For an annual recurring plan, Forge918 will send a reminder to the current notice email at least thirty days before the renewal charge. That reminder will state the renewal date, renewal price, and cancellation method.

Cancellation ends future plan benefits when the cancellation becomes effective. Work outside the plan's stated scope may be quoted separately.

10 Grandfathered Subscription Pricing

The qualifying base recurring rate for an eligible Care or Care+ subscription remains the rate at which that base subscription was purchased while the subscription stays continuously active. Advertised rates for new purchases may rise or fall without changing that eligible active base rate.

If an Order states that an introductory or promotional rate expires after a defined period, the stated post-promotion rate becomes the qualifying base rate after that period. Cancellation or expiration ends grandfathered eligibility. A failed payment does not end eligibility until Forge918 sends notice and the payment remains unresolved for ten calendar days; suspension during that cure period does not by itself end eligibility. A later resubscription may use then-current pricing.

Grandfathering applies only to the eligible base recurring plan charge. It does not freeze taxes, third-party pass-through charges, Pay-Per-Edit rates, additional websites, plan upgrades or downgrades, new features, expanded scope, excess usage, or materially different services. A plan change will use the price disclosed and accepted for the changed plan.

11 Pay-Per-Edit

A Client without an active Care or Care+ plan may request supported updates on a Pay-Per-Edit basis. Each request is billed at the rate quoted or otherwise disclosed when the work is requested. Pay-Per-Edit rates are not grandfathered and may change for future requests.

Large edits, new pages, new integrations, or new functionality may require a separate Order. A website-only Client may request supported changes to website content or structured information served through Forge918 APIs or MCP tools, but those changes

may be billed individually. Basic API/MCP availability does not include unlimited changes, writes, revisions, or management actions. Frequently changing promotions, deals, campaigns, seasonal information, and announcements may be more practical under Care or Care+.

12 Website Hosting and Managed-Hosting Requirement

Every purchased Forge918 website includes twelve months of managed website hosting at no additional hosting charge. For purposes of this section, a purchased Landing build is a purchased website. Unless the Order says otherwise, that period begins on the website's initial production launch or deployment date. "Included" or "free" hosting means only this initial twelve-month benefit; it does not mean hosting is permanently free.

After the included period, a website-only or Pay-Per-Edit Client is charged the current standard hosting rate, which is **$15 per month** as of the Effective Date of this version. Hosting remains included without a separate hosting charge while an active Care or Care+ plan applies to that website. If Care or Care+ ends, separate hosting charges may apply after any remaining included-hosting period.

The $15 rate is a current operational rate, is not grandfathered under Section 10, and is not promised forever. Forge918 may change the hosting rate prospectively for future or non-grandfathered service with reasonable advance notice. Client may cancel rather than accept a future hosting-rate change, subject to the service-transition terms below.

Forge918 uses a managed-hosting-only model. While a standard Forge918 website service is active, the website software must remain hosted and deployed through infrastructure approved and controlled by Forge918. The standard service does not include an arrangement in which Forge918 builds a website for Client or another vendor to host. Client may not require deployment to infrastructure controlled solely by Client or an unrelated third party, and Forge918 may decline a project that requires that model.

The standard website purchase does not include source-code ownership or delivery of a repository, deployable package, container or server image, database-schema export, infrastructure-as-code files, deployment credentials, or other self-hosting

materials. Client may not move, copy, or redeploy Forge918 Technology to another host without a separate written agreement signed by Forge918. Any source-code license, escrow, export, migration of Forge918 software, or non-Forge918 hosting arrangement must be expressly negotiated in that separate agreement.

The managed-hosting requirement supports platform security, maintenance, monitoring, compatibility, integrity, and connected services. It does not transfer ownership of Client's domain, content, or other Client Property to Forge918. If hosting ends, Forge918 will reasonably cooperate in returning domain control and available Client Property as described in Section 33, but Forge918 is not required to provide Forge918 Technology or a self-hostable website build.

13 Client Property

"Client Property" means Client's business name, domain names, logos, trademarks, Client-supplied photos and videos, Client-supplied copy, business and product information, menus, public listings, customer information, and other materials that Client owns or is authorized to use. Client retains its rights in Client Property.

Client grants Forge918 a nonexclusive, worldwide, royalty-free license during the Agreement to host, copy, format, modify, display, transmit, and otherwise use Client Property only as reasonably necessary to provide, secure, support, and maintain the services, and as separately allowed by Section 28. Client may revoke the service-related license by ending the applicable service, but Forge918 may retain limited copies when reasonably necessary for legal compliance, dispute resolution, security records, or an agreed retention period.

Client owns its domain even when Forge918 registers, configures, renews, or manages it on Client's behalf. Client ownership of Client Property does not include Forge918 Technology incorporated into or used to provide the hosted website.

14 Forge918 Technology, Website Code, and Intellectual Property

“Forge918 Technology” includes all Forge918-developed or controlled website source code; client-specific implementation code; custom-coded and reusable components; user-interface modules; frontend and backend modules; APIs; MCP and Frontier tooling; software libraries; frameworks; templates; automation; Telegram systems; catalog and revision systems; schemas; deployment, hosting, monitoring, and security systems; configuration; platform architecture; internal development tools; documentation; know-how; and improvements, whether pre-existing, shared, independently developed, or created while serving Client.

As between the parties, Forge918 retains all right, title, and interest in Forge918 Technology. Payment for a website is payment for the managed service and the rights expressly granted by the Agreement. It is not a sale or assignment of source code, repository ownership, copyright, reusable components, platform software, deployment tooling, security logic, internal schemas, or infrastructure. Forge918-developed work is not treated as a “work made for hire” for Client, and no ownership transfer occurs, unless a separate writing signed by Forge918 expressly provides otherwise.

While Client is in good standing and the applicable website and hosting service remains active, Forge918 grants Client a limited, nonexclusive, non-sublicensable right to access and use the completed hosted website for Client's own lawful business purposes. This right includes displaying Client Property through the website but does not grant possession of or access to the underlying source code or systems.

Except to the extent nonwaivable law permits an activity, including lawful activity solely necessary to achieve interoperability under 17 U.S.C. § 1201(f), Client may not copy, extract, redistribute, sell, sublicense, publish, reverse engineer, bypass access controls for, create an unauthorized derivative of, or redeploy Forge918 Technology outside the authorized managed service. Client may not remove proprietary notices or use Forge918 Technology to operate a competing hosting or website-development platform. Nothing restricts Client's use of Client Property apart from Forge918 Technology.

Forge918 may reuse its general ideas, skills, tools, code, modules, layouts, systems, and know-how for other clients, provided it does not disclose Client's confidential information or misrepresent Client Property as belonging to another party.

No copyright ownership transfers unless a separate written instrument signed by the copyright owner specifically identifies the rights transferred. The parties do not rely on the label “work made for hire” to transfer commissioned website ownership. A nonpublic item is treated as a trade secret only to the extent it actually qualifies under applicable trade-secret law and is subject to reasonable secrecy measures; this Agreement does not convert public or generally known information into a trade secret.

15 Frontier, API, and MCP Services

“Frontier” refers to Forge918's API, Model Context Protocol (**“MCP”**), structured-data, and related machine-readable tooling. A purchased Forge918 website includes a basic machine-readable layer; Frontier is not a separate recurring subscription merely because that basic layer is present.

The basic layer may expose supported core public business information designated by Forge918, such as business identity, services, hours, locations, and contact information. It does not grant every current or future endpoint, MCP tool, integration, management action, write capability, or premium data feature. It also does not grant unrestricted database or internal-system access.

Endpoint and tool availability, rate limits, update frequency, supported fields, write or approval workflows, and advanced capabilities may differ by plan. Care and Care+ may include more frequent, operationally intensive, or higher-value data capabilities. Website-only and Pay-Per-Edit Clients may request supported data changes, but those requests may be billed individually. Promotions, temporary deals, campaigns, announcements, and similar dynamic information may require Care, Care+, or Pay-Per-Edit work.

The Order, applicable plan description, and current service documentation identify the included capabilities. Forge918 may add, modify, reorganize, version, deprecate, replace, rate-limit, or remove an interface as the platform evolves. Where a change materially reduces a paid active feature, Forge918 will provide reasonable notice when practical and will honor any more specific commitment in the Order.

Forge918 may use authentication, validation, quotas, logging, and abuse controls and may temporarily limit an interface to protect Client, Forge918, other clients, or a third party. Third-party AI providers control whether and how their products

discover, call, interpret, or display machine-readable information. Forge918 does not guarantee support or display by ChatGPT, Claude, Gemini, or any other external product.

16 Telegram Management Services

Forge918 may provide a Telegram bot or interface for supported business-management and data-update actions. Available fields, actions, approval steps, and plans may be limited and may change as described in the Order or current service documentation. Forge918 does not promise that every website field, database field, or operation can be managed through Telegram.

Client will restrict use to authorized people and secure its Telegram accounts, devices, sessions, credentials, and recovery methods. Subject to configured authentication and verification, Forge918 may treat an instruction received from Client's authorized Telegram account as authorized by Client. Forge918 may require additional confirmation, validate or reject a requested change, delay publication for review, or suspend Telegram actions when an instruction is malformed, unsafe, unauthorized, inconsistent, or associated with suspected compromise.

Telegram is a third-party service governed by its own terms and availability. Forge918 does not control Telegram's uptime, security, policies, or continued features.

17 Structured Business Data

Forge918 may organize Client-designated business information for use in the Client website, Forge918 APIs, MCP tools, AI integrations, Discovery, analytics, and future Forge918 services consistent with the Agreement. Client authorizes Forge918 to publish information that Client supplies or approves as public business information.

Processing or storage does not by itself authorize Forge918 to make nonpublic information public. Client and Forge918 will identify any private or restricted information according to the Order, Privacy Notice, and applicable data-handling instructions. Client remains responsible for promptly correcting inaccurate or outdated public business information.

18 Domains and DNS

Client owns and is responsible for its domain. Forge918 may register, configure, renew, or manage the domain on Client's behalf and may manage DNS, SSL/TLS certificates, redirects, and related settings through Cloudflare, a registrar, or another approved provider.

Registration, renewal, premium-domain, privacy, transfer, and recovery charges may be billed separately when disclosed. Client will provide accurate registrant information and cooperate with verification requests. If Forge918 stops managing the domain, Client remains responsible for renewal, security, account access, and timely acceptance of a transfer. Administrative control by Forge918 does not transfer domain ownership to Forge918.

19 E-Commerce and Restaurant Ordering

Forge918 may configure or integrate a storefront, ordering platform, menu, checkout, or related workflow. Unless an Order expressly says otherwise, Forge918 is the technology provider, not the merchant of record, seller, restaurant operator, food preparer, fulfillment provider, shipping carrier, tax advisor, or customer-service operator.

Client is responsible for accurate products, menus, ingredients and required notices, prices, inventory, taxes, shipping, fulfillment, pickup or delivery, food preparation and safety, refunds, returns, chargebacks, licenses, and customer disputes. Client must comply with laws and platform rules applicable to its business.

20 Payment Processors

Forge918 may integrate Stripe, PayPal, Shopify Payments, Square, or another supported processor, but does not become a bank or payment processor by providing the integration. Client's processor account is governed by the processor's terms, fees, underwriting, reserves, holds, disputes, security requirements, and availability.

Client is responsible for maintaining its processor account and for payment-card, refund, chargeback, and identity-verification obligations that apply to it. Forge918 will not request or store full payment-card credentials unless a separate Order

expressly defines a compliant service requiring it.

21 Third-Party Services

Services may depend on Cloudflare, Telegram, payment processors, registrars, email providers, Google services, social networks, analytics providers, AI providers, and other APIs or platforms. Client may need to accept third-party terms or pay third-party fees directly.

Forge918 does not control a third party's outage, policy or pricing change, API removal, account review or suspension, feature change, content decision, or discontinuation. Forge918 will use reasonable efforts to maintain supported integrations or propose a practical alternative, but is not responsible for delay or failure caused by circumstances outside its reasonable control. A replacement that materially changes scope or cost requires Client approval.

OPERATIONS AND TRUST · 22-28

22 Security

Forge918 treats security as part of the managed service and may use reasonable safeguards such as encrypted transport, access controls, request validation, rate controls, monitoring, dependency maintenance, and testing for common vulnerabilities before deployment. Forge918 may block traffic, rotate credentials, disable an integration, or temporarily suspend an affected system during a suspected attack or compromise.

Forge918 will maintain safeguards reasonably appropriate to the size and nature of its business and the information involved, including risk assessment, layered technical and physical controls, relevant personnel practices, and an incident-response process. If Forge918 determines that Oklahoma law requires notice of a security breach, Forge918 will provide the legally required notice without unreasonable delay, subject to lawful investigation and law-enforcement delay. When Forge918 maintains affected information for Client rather than owning or licensing it, Forge918 will notify Client as soon as practicable after discovery so Client can perform any notice duty assigned to it by law.

No internet-connected system can be guaranteed completely secure, continuously available, or free of vulnerabilities. Client will protect its own accounts, devices, credentials, authorized users, and third-party services; use appropriate access controls; and promptly report suspected unauthorized access. Forge918 does not describe its services as unhackable or 100% secure.

23 Availability, Maintenance, and Backups

Forge918 may perform scheduled or emergency maintenance and may temporarily interrupt a service to deploy updates, restore operation, address abuse, or protect security. Forge918 does not guarantee 100% uptime. Any specific availability or response commitment must appear in the Order.

Backups and restoration assistance are provided only to the extent stated in the applicable plan, Order, or current service documentation. No backup frequency, recovery time, or guaranteed recovery is created by these Terms. Client should retain original copies of the content and media it supplies. Backups are not active production systems and may be removed through Forge918's ordinary documented rotation rather than restored solely to satisfy a routine deletion or export request.

24 Analytics, Signals, and Reporting

Forge918 may provide information about popular pages, clicks, interactions, engagement trends, traffic, leads, and conversion-related signals. Analytics are informational estimates, not audited business records. Results may be incomplete or affected by consent choices, browser settings, privacy tools, ad blockers, bots, network conditions, attribution limits, and third-party systems.

Forge918 does not guarantee that analytics are complete, perfectly accurate, or suitable for accounting, tax, legal, or financial decisions. Client remains responsible for evaluating business decisions and results.

25 Acceptable Use

Client may not use or permit use of a Forge918 service for unlawful activity, fraud, deception, infringement, malware, spam, harassment, abuse, unauthorized surveillance, credential theft, unauthorized access, attacks, security circumvention, excessive automated traffic, or content that unlawfully harms another person. Client may not probe or disrupt Forge918 systems without written authorization or use one Client service to threaten Forge918, another client, a provider, or the public.

Forge918 may publish reasonable technical limits and security requirements. Client will cooperate in stopping prohibited use by its personnel, customers, integrations, or compromised accounts.

26 Suspension

Forge918 may suspend the affected service when reasonably necessary because of nonpayment, suspected compromise, an active attack, illegal use, abuse, excessive automated traffic, a material Terms violation, emergency maintenance, or a third-party provider restriction. Where practical, Forge918 will give notice and an opportunity to cure before suspension. Advance notice is not required when delay would create material security, legal, operational, or third-party risk.

Forge918 will limit a suspension to the systems and duration reasonably necessary when practical. Suspension does not waive amounts already due. Forge918 will restore service after the cause is resolved when restoration is lawful, technically practical, and consistent with the Agreement.

27 Confidentiality and Privacy

Each party will use the other party's nonpublic business, technical, security, customer, and financial information only to perform or enforce the Agreement and will protect it with reasonable care. This obligation does not cover information that is public without breach, already lawfully known, independently developed, rightfully received from another source, or required to be disclosed by law. When legally permitted, the receiving party will give reasonable notice of a compelled disclosure.

Forge918's posted Privacy Notice applies to the website inquiry and analytics information it describes. An Order may identify additional privacy or data-processing terms for Client services. The limited retention rules below do not authorize public disclosure of private Client information. Each party remains responsible for privacy obligations that apply to its own role and data.

Forge918 deletes successfully delivered website-inquiry and lead records from its active lead store after twelve calendar months, consistent with its current service operation and Privacy Notice. Other Client data is retained while reasonably needed to provide the active service, comply with law, keep security or accounting records, resolve disputes, or perform an agreed Order. Statutory security-breach duties and remedies are not waived by the Agreement.

28 Portfolio and Discovery Rights

Unless an Order states otherwise, Client grants Forge918 a nonexclusive right to identify Client as a customer and display Client's public business name, logo, website link, public screenshots, and a general description of the completed work in Forge918's portfolio, Discovery service, case studies, social media, sales materials, and marketing.

Forge918 will not use this right to claim ownership or operation of Client's business or to disclose Client's confidential information. Client may make a reasonable written request to remove or update a Discovery listing or stop a new sensitive use. Forge918 will consider and act on a reasonable request within a practical period, while retaining ordinary historical records and truthful references necessary for its business.

29 Warranties and Disclaimers

Forge918 warrants that it will perform the purchased services in a professional and workmanlike manner and materially follow the applicable Order. If Client identifies a verified failure, Forge918 will first have a reasonable opportunity, at its expense, to correct or reperform the affected service when correction or reperformance is

practical. This first-remedy process does not eliminate any remedy that an Order or nonwaivable law requires when correction or reperformance is unavailable or unsuccessful.

Except for an express warranty in the Agreement and to the maximum extent permitted by law, the services are provided on an "as available" basis. Forge918 does not warrant uninterrupted or error-free operation, perfect security, universal browser behavior, permanent compatibility, permanent third-party integrations, or support by every AI system. Forge918 does not disclaim an obligation that cannot lawfully be disclaimed, and this section does not override a specific written promise in an Order.

30 No Guaranteed Business Results

Forge918 provides design, technology, infrastructure, integrations, and related services. Forge918 does not guarantee revenue, profit, sales, leads, traffic, conversion rates, search ranking, Google placement, AI recommendations, AI discoverability, customer growth, or any other business result. Outcomes depend on Client's offer, market, operations, content, reputation, competition, and factors outside Forge918's control.

31 Limitation of Liability

To the maximum extent permitted by law, neither party will be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, or for lost profits, lost revenue, lost goodwill, or loss of data, arising from the Agreement when those damages were not the direct and reasonably foreseeable result of the breach.

For a one-time service, Forge918's aggregate liability arising from or relating to that service will not exceed the greater of **$500** or the fees Client paid Forge918 for the specific one-time service giving rise to the claim. For a recurring service, Forge918's aggregate liability arising from or relating to that service will not exceed the greater of **$500** or the recurring fees Client paid Forge918 for the affected service during the twelve months immediately before the event giving rise to the

claim. Multiple claims arising from the same or related events do not multiply the cap. Client may request a higher cap before accepting an Order; any approved higher cap and related price adjustment must be stated in that Order.

The exclusions and cap allocate commercial risk and are not a penalty or estimate of damages. They do not limit or exclude liability for fraud; intentional or willful injury or misconduct; gross or wanton negligence; bodily injury caused by negligence; violation of law; statutory security-breach duties or remedies; or any other liability that cannot lawfully be limited. They also do not reduce Client's obligation to pay undisputed fees for services properly provided. A specific higher protection in an Order controls over this section.

32 Indemnification

Client will defend and indemnify Forge918 and its lawful successor against a third-party claim, judgment, settlement, and reasonable documented defense cost, but only to the extent caused by Client Property; an allegation that Client-supplied material infringes another person's rights; Client's unlawful business activity; Client's misuse of a Forge918 service; or Client's material violation of applicable law or Section 25.

Forge918 will promptly give Client written notice of a covered claim, except that delayed notice reduces Client's obligation only to the extent the delay materially prejudices the defense. Client may control the defense with qualified counsel and Forge918's reasonable cooperation at Client's expense. Forge918 may participate with its own counsel at its own expense. Client may not settle a claim in a way that admits wrongdoing by Forge918, imposes a nonmonetary duty on Forge918, requires Forge918 to pay an amount not covered by the settlement, or fails to fully release Forge918, unless Forge918 gives written consent. If Client does not timely assume a covered defense after written request, Forge918 may defend the claim and recover reasonable documented defense costs covered by this section.

This section does not require Client to indemnify Forge918 for a known future unlawful act or to the extent a claim was caused by Forge918's breach, negligence, gross or wanton negligence, willful misconduct, or violation of law.

33 Termination and Service Transition

Either party may terminate a one-time project or recurring service as allowed by the Order and these Terms. A material breach that can reasonably be cured should receive notice and a reasonable opportunity to cure, unless immediate action is permitted under Section 26. Termination does not erase charges already earned, approved work completed, noncancelable third-party costs, confidentiality duties, ownership rights, or other provisions that by their nature should survive.

When a subscription ends, its hosting inclusion, support, updates, advanced API/MCP capabilities, Telegram access, reporting, and other plan benefits end as stated in the Order. Continued website hosting may become separately billable under Section 12. Cancellation or lapse may end grandfathered pricing. Forge918 may remove a Discovery listing after a reasonable request or when the service ends, subject to Section 28.

Client's domain and Client Property remain Client's property. Subject to payment of undisputed amounts due and reasonable identity verification, Forge918 will reasonably cooperate in transferring domain administration and returning Client-supplied assets that remain in Forge918's possession. Export format, timing, migration help, and fees must be agreed in writing when they are not already stated in the Order.

Termination does not transfer Forge918 Technology, source code, repositories, reusable components, platform software, deployment tooling, security systems, infrastructure, or credentials. The standard Agreement does not require Forge918 to provide a self-hostable website, code export, database schema, or deployable build. Migration assistance is limited to Client Property, available Client-owned data, and separately agreed exportable materials unless a separate signed source-code or migration agreement says otherwise.

Client may request an export of available Client Property and exportable Client-owned data before termination or within thirty calendar days afterward. After that request period, Forge918 may delete active service copies that it is not legally required to retain. Encrypted backup copies may remain until removed through ordinary documented

backup rotation and are not kept as an active source for routine access. Client should request any agreed export as early as practical; export does not include Forge918 Technology unless a separate signed agreement says otherwise.

34 Assignment, Successors, and Future Forge918 LLC

Client may not assign the Agreement to an unrelated third party without Forge918's written consent, which will not be unreasonably withheld for a legitimate transfer of Client's business that does not increase Forge918's risk or scope.

Forge918 may assign the Agreement to an entity that assumes the Forge918 business in connection with formation of a Forge918 LLC, a bona fide reorganization, merger, or sale of substantially all assets used to provide the services. The successor must sign a written assumption of Forge918's continuing obligations. Forge918 will give Client at least thirty days' advance notice when practical and otherwise prompt notice. The assignment does not reduce Client's paid service rights or retroactively eliminate an accrued claim. If the assignment materially changes an active recurring service, the identity of the responsible provider, or Client's material rights, Client may cancel the affected recurring service by notice within thirty days after Forge918's notice, effective no later than the end of the current paid billing period.

This section does not authorize an unrestricted sale of Client obligations or Client confidential information for unrelated purposes.

35 Governing Law and Venue

The Agreement is governed by Oklahoma law, without regard to conflict-of-law rules, except to the extent federal law controls. Subject to a mandatory venue rule and a claim properly brought in small-claims court, a state-court proceeding arising from the Agreement must be filed in Rogers County, Oklahoma, and a federal-court proceeding must be filed in the federal district court having jurisdiction over Rogers County. Each party consents to personal jurisdiction and venue in those courts.

Either party may seek temporary or emergency relief in another court with jurisdiction when reasonably necessary to protect a domain, confidential information, data security, intellectual property, or access credentials. If a court finds the selected

forum unavailable, unreasonable, or unenforceable for a particular claim, applicable Oklahoma and federal venue law governs that claim. No arbitration requirement or contractual prevailing-party fee right is included.

36 Changes to Terms

Forge918 may update these Terms prospectively as its services, laws, security requirements, or business model change. The posted or delivered version will identify its effective date and version. Updated Terms apply to a new Order when Client accepts that Order and to a renewed recurring term after Forge918 gives reasonable advance notice.

An update does not silently rewrite a completed one-time obligation, remove an accrued right, or materially change an already-paid recurring term without Client's affirmative acceptance, except for a change strictly necessary to comply with law or address a material security risk. If such a required change materially reduces the paid service, Client may cancel the affected recurring service. Future pricing may change, but Section 10 governs the qualifying base rate for an eligible continuously active Care or Care+ subscription.

The Order and these Terms are the entire Agreement concerning the purchased service and replace prior proposals or discussions about that service. A later amendment must be in a written or electronic record accepted by both parties. If one provision is unenforceable, it will be narrowed only as much as law permits or, if narrowing is impossible, severed; the remaining provisions continue in effect. A waiver must be explicit and applies only to the stated instance. Delay in enforcing a right is not a waiver.

37 Notices and Contact Information

Questions about these Terms and formal notices to Forge918 must be sent to:

Forge918 Attn: Dylan Kedzior Email: **dylan@forge918.com**

Forge918 may send Client notices to the contact information in the applicable Order or Client account. Each party must keep its notice information current. Email notice is effective when received, except that a delivery-failure message means the sender must

use another available method. A notice of legal process must be delivered in the manner required by applicable law.