

Master Services Agreement

CLIENT AGREEMENT

Plain-English terms for Mabuhay Works services

Provider: Mabuhay Works LLC, Thornfield, Missouri

Version: 1.0, September 9, 2026

Client: The business identified in the applicable Onboarding Form or Order

Effective date: The date the Client accepts this Agreement under the acceptance paragraph below

This Master Services Agreement (the "Agreement") is between Mabuhay Works LLC, a Missouri limited liability company ("Mabuhay Works," "we," "us," or "our"), and the client identified in an Onboarding Form, service order, proposal, or invoice that references this Agreement (the "Client," "you," or "your").

ACCEPTANCE. You accept this Agreement when you sign it, check the acceptance box and submit an Onboarding Form that links to this version, or pay an invoice that links to this version - whichever happens first. A "business day" is Monday through Friday, excluding federal holidays and Missouri state holidays.

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1. AGREEMENT STRUCTURE AND SERVICE ORDERS

This Agreement supplies the general terms for every service you buy from us.

An "Order" is a document that identifies a service, its price, and its scope, and that you have accepted - by signing it, by checking an acceptance box, or by paying it. An Onboarding Form, service order, or invoice becomes an Order when you accept it. A proposal is an offer only; it becomes an Order if and when you accept it. The Agreement and each accepted Order form one contract.

The "Onboarding Form" is the document in which you give us your business information, designate the people authorized to act for you, and record the consents, authorizations, and elections this Agreement asks for. Those recorded elections are part of this Agreement.

If an Order conflicts with this Agreement, the Order controls only as to the service scope, schedule, and price stated in that Order. This Agreement controls everything else. An Order cannot change Sections 11, 13, 14, or 15 unless it says expressly that it amends this Agreement and both parties sign it. A website description is informational unless the Order expressly incorporates a dated or saved copy of it.

2. SERVICES AND HOW WORK IS APPROVED

We provide only the services stated in an accepted Order. Services may include online-presence audits, Google Business Profile setup or management, single-page website design and hosting, photography or video, review-request campaigns, and ongoing review-request processes.

The Order identifies the deliverables and any included revision rounds. Work not reasonably included in that description - including restoration after another person changes completed work - is out of scope and requires a written change approval or a new Order.

Email approval is enough. An approval, instruction, or change request sent from the address of a person you designated in the Onboarding Form, or from an address you have otherwise held out to us as authorized, binds you.

Where an Order includes a recurring service, that service includes a monthly report, reviewed by a person before it is sent, covering the work we performed that month and the relevant profile or campaign activity. The Order describes what that report contains for the service you bought.

We may use employees and qualified service providers to perform the work, but we remain responsible for the services we promised. Dates are estimates unless an Order expressly calls a date a firm deadline.

3. WHAT WE PROMISE - AND WHAT WE DO NOT

We guarantee our work, not business results.

We warrant that we will perform the services in a workmanlike manner, consistent with reasonable practice in our industry. Section 10.1 states what happens if we do not, and it is your remedy if that occurs.

We do not guarantee a search ranking, map position, number of reviews, number of leads, website traffic, customer response, or amount of revenue. Search engines, review platforms, hosting providers, registrars, phone and email carriers, and other third parties control their own systems and policies.

We are not responsible for a platform outage, policy change, content removal, verification delay, suspension, ranking change, or third-party decision that we did not cause. We will, however, perform any response or correction work specifically included in your Order and cooperate reasonably when a platform issue relates to our work.

Hosting is provided without any specified level of availability or uptime unless an Order says otherwise, and we do not offer service credits for downtime.

We do not warrant that any website conforms to the Web Content Accessibility Guidelines, to the Americans with Disabilities Act, or to any other accessibility standard, unless an Order expressly includes accessibility work. Ongoing accessibility of a website is the responsibility of

the business that owns it.

EXCEPT FOR THE WARRANTY STATED IN THIS SECTION 3 AND THE CORRECTION GUARANTEE IN SECTION 10.1, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW.

4. FEES, INVOICES, AND CHANGES

4.1 Payment

One-time services are paid in full before work begins unless the Order says otherwise. Recurring services are billed monthly in advance.

Payments may be processed by Stripe or another disclosed processor. We do not receive or store full payment-card details. Payment processing is subject to the processor's own terms, and we are not responsible for a processor's decisions, including holds, declines, reversals, or account actions.

You are responsible for applicable sales, use, or similar taxes that we are legally required to collect.

If a payment fails, we may pause affected work after written notice. If an amount remains unpaid after written notice, you are responsible for the reasonable out-of-pocket costs we incur to collect it. We do not charge interest or a late fee on past-due amounts. Pausing for nonpayment does not transfer or impair your ownership of your Business Profile, domain name, or Client Content.

4.2 Google Business Profile Is Free

IMPORTANT GOOGLE DISCLOSURE: A GOOGLE BUSINESS PROFILE IS FREE. GOOGLE DOES NOT CHARGE TO CREATE, CLAIM, VERIFY, OR MAINTAIN ONE, AND YOU CAN DO THAT WORK YOURSELF AT NO COST. YOU ARE PAYING MABUHAY WORKS FOR OUR

LABOR, JUDGMENT, AND TIME - NOT FOR THE PROFILE, ACCESS TO GOOGLE, OR PLACEMENT OF ANY KIND.

We include this disclosure with invoices for Business Profile work. Before we manage a profile, we will provide or link to Google's "Working with a third party" disclosure notice. You acknowledge receiving access to that notice.

Google disclosure notice: Working with a third party -
<https://support.google.com/business/answer/7163406?hl=en>

4.3 Scope Changes and Rework

If you request work beyond the Order, we will explain the additional work and price before doing it. We do not charge for correcting work that was delivered incorrectly or did not match the accepted Order.

4.4 Price Changes for Recurring Services

Your recurring-service rate is fixed for twelve months, measured from the date you first buy that service. After that, we may increase the rate no more than 10% during any twelve-month period, and only after giving at least 60 days' written notice that states the new price and the reason. You may cancel before the new price takes effect.

This 10% limit has no exception. If our own costs rise by more than the limit allows us to recover, our choices are to absorb the difference, to re-price at the next twelve-month boundary, or to end the affected Order under Section 8.4.

5. YOUR RESPONSIBILITIES AND AUTHORIZATION

You will provide, as reasonably needed:

- Accurate business information, including hours, services, address, phone number, and service

area.

- Timely access to the accounts and systems covered by the Order, using role-based access or invitations rather than shared passwords whenever available.
- Photos, text, logos, customer records, approvals, and other materials identified in the Order.
- A person authorized to approve work and respond to questions.
- For review services, a customer list and certifications that meet Section 7.
- For photography or video, any model releases for people who appear and any property releases for premises. You are responsible for obtaining them, and you warrant that you have.

You will comply with the terms and policies of the third-party platforms used to deliver your services, including Google, your payment processor, your registrar, and any website or messaging platform, for accounts we manage on your behalf. We may act, or decline to act, as needed to keep those accounts compliant.

You authorize us to access and change the accounts identified in the Order only as needed to provide the purchased services. For a Google Business Profile, this authorization includes the specific management actions described in the Onboarding Form. We will keep a written or digital record of that authorization.

We can only be as accurate and timely as the information and access you provide. Your delay extends our schedule reasonably. Correcting inaccurate Client-provided information or replacing material after approval may be new, separately priced work.

6. OWNERSHIP, ACCESS, AND CLIENT CHANGES

6.1 Business Profile and Domain

You are and remain the owner of your Google Business Profile. We act only as a Manager or authorized representative. We do not make ourselves the primary owner, take the profile hostage, or condition release of access on payment.

Your domain name is yours. It should be registered in your name and under an account you control. We may help you select, register, configure, or renew it, but we do not own it or rent it to you. Your domain is the asset that lets you move your web presence anywhere, at any time,

regardless of anything else in this Agreement.

6.2 Client Content and New Deliverables

"Client Content" means the photos, video, text, trademarks, logos, business records, and other material you provide. You retain ownership of Client Content and give us a limited permission to use it only to provide the services and exercise rights under this Agreement.

Effective on our receipt of full payment for the applicable Order, we assign to you all right, title, and interest in the deliverables that Order says we are creating specifically for you - the text and written copy, the edited photographs, the edited videos, the images and other media prepared for you, and any custom code written for you.

WHAT A WEBSITE DELIVERABLE IS, AND IS NOT. We build low-cost websites, and in many cases we build them inside a third-party platform where the site is integrated with our internal workflows and tools. Where that is how your site is built, THERE IS NO EXPORTABLE COPY OF YOUR WEBSITE. The pages are not files that can be handed over and run somewhere else, and content moved out of that platform would be inoperable and of no practical use on another system. What you own in that case is your content, your media, your copy, and your domain - not a working copy of the site. Your Order identifies the platform your site is built on. Ask us before you buy if this matters to you, and we will tell you plainly which case you are in.

We retain ownership of our pre-existing tools, templates, methods, workflows, know-how, reusable code, and generic design elements. If any retained material is embedded in a deliverable, we give you a perpetual, nonexclusive license to use it as part of that deliverable.

PORTFOLIO. We retain a nonexclusive right to display work we created for you - website screenshots, photographs, and video - in our portfolio, website, and sales materials, as examples of our work. This right covers showing the work itself. It does not let us describe our engagement with you, state results, or present you as a case study; those require the separate permissions in Section 12. You may revoke this portfolio right at any time by writing to us, and Section 12's rules about revocation apply.

Third-party fonts, stock media, software, plugins, platforms, and other licensed materials remain subject to their own licenses and may not be transferable. We will identify any material transfer restriction that materially affects your intended use when reasonably known to us.

6.3 Changes Made by You or Others

You may change your profile, website, domain, or content at any time. If you or someone other than Mabuhay Works reverses, replaces, or alters our completed work, restoring it is a new engagement unless the change was necessary to correct Nonconforming Work (defined in Section 10.1). We do not promise backup, versioning, restoration, or persistence of a third-party profile configuration unless an Order specifically includes it.

6.4 Removing Our Access

You may remove our access to a Google Business Profile or other Client-controlled account at any time, for any reason. If you ask us to remove ourselves, we will relinquish and remove our permissions within three business days. This right does not depend on your account being paid and is not a breach of this Agreement.

7. REVIEW SERVICES

7.1 Customer List Certification

Review invitations may be sent only to your genuine past customers. When you provide a list, you certify that:

- Each person had a real transaction or service experience with your business.
- The contact information was obtained lawfully and is reasonably current.
- You have any consent or other legal basis required for the requested communication method and can provide supporting records if reasonably requested.
- The list excludes anyone who has opted out or asked not to receive the type of message being sent.
- The list is not purchased, scraped, borrowed, or assembled from friends, followers, directory listings, or people who requested a quote but never became customers.

You direct us, as your service provider, to send the approved messages on your behalf. The Onboarding Form identifies which party is named as the sender in the from-line of those messages, and you authorize that identification.

We may reject, pause, or remove records that do not satisfy these requirements. The

Onboarding Form may require additional consent language based on whether the campaign uses email, manually sent text messages, automated text messages, or another channel.

7.2 Neutral and Honest Review Requests

We do not write, buy, sell, trade, or post reviews for customers. We do not offer incentives for reviews, request a particular rating or wording, or selectively ask only customers believed to be happy.

Every eligible customer in the approved campaign receives the same request and the same review link, without regard to whether the customer replies, what the customer says, or whether the customer reports a problem. If someone reports a problem, we alert you so you can address it, and we do not use that response to suppress or divert the review request.

7.3 Review Responses

We draft or post responses to reviews only if you give explicit written or digital approval in the Onboarding Form. You may withdraw approval in writing at any time. We will not post a response to a negative review without showing it to you and receiving your approval first, unless a later written instruction clearly changes that rule.

7.4 Opt-Outs and Message Compliance

Campaign messages will include any sender identification, physical-address information, or opt-out method required for the selected channel. We and you will honor opt-out and consent-revocation requests promptly and will not send additional campaign messages to an opted-out recipient except a legally permitted confirmation.

We are required by law to honor an opt-out within ten business days, and that clock can only start once we know about it. So if someone tells your business directly - by phone, in person, or at your counter - that they do not want these messages, you will tell us within three business days.

7.5 Our Do-Not-Contact Register

We maintain a company-wide do-not-contact register. When someone opts out of a campaign, or asks any of us not to contact them, we add their contact details to that register. We then use the register to suppress future campaign messages to that person - across every campaign we run, including campaigns for our other clients.

We do this because a person who has said stop, and then receives another message from the same system, experiences it as one business ignoring them, and that damages both their opinion of your business and our ability to deliver mail at all.

Two things this is not. It is not a limit on your own contact with your own customers - you may contact anyone you like, directly, and this register does not bind you. And it is not sharing: we never use the register for marketing, never sell or transfer it, and never disclose who is on it. Section 11 describes what we tell you about it.

8. TERM, SUSPENSION, AND CANCELLATION

8.1 No Minimum Term

There is no minimum term unless an Order clearly says otherwise. Either party may stop a one-time engagement before completion, subject to Section 10, and you may cancel a recurring service at any time.

8.2 Recurring Services

A recurring service renews automatically each month and continues until you cancel it. To cancel, email support@mabuhayworks.com at least one business day before your renewal date.

When you cancel, the service continues through the period you have already paid for, then

stops. There are no partial-month refunds. We may offer an immediate stop if you request one, but that does not create a partial-month refund.

8.3 Suspension

We may pause affected work after written notice if payment fails, required access is withdrawn, a requested action may violate law or platform policy, or continuing work creates a material security risk. We will explain the reason and, when reasonably possible, what is needed to resume.

8.4 Ending the Relationship

We may end this Agreement or an Order with 30 days' written notice and refund unearned prepaid fees.

We may end immediately, and refund unearned fees, if you ask us to act dishonestly or unlawfully - including filtering review recipients by sentiment, publishing false reviews, misrepresenting your business, infringing another person's rights, or sending messages without required consent.

"Unearned prepaid fees" means the portion of what you prepaid that corresponds to deliverables not yet completed, counted as a fraction of the deliverables the Order promised. If an Order promises five deliverables and two are complete, three-fifths of the prepayment for that Order is unearned. Orders identify their deliverables so this can be counted.

8.5 Ending for Material Breach

Either party may end this Agreement or an affected Order if the other party materially breaches it and does not fix the breach within 15 business days after written notice describing it. For a breach involving law or platform policy, that period is three business days, and we may suspend the affected work immediately under Section 8.3 while it runs.

9. WEBSITE HOSTING AND EXIT

If you cancel website hosting, your hosted page remains live for 30 days after the end of the last paid period, provided the account is current and continued hosting does not create a legal or security risk. After that period, we may take the page down and stop hosting it.

During that period we will provide, at no charge, an export of the Client Content and of the material we created for you that can legally and technically be transferred, in the formats the platform your site is built on supports.

What that export contains depends entirely on how your site was built, and you should read Section 6.2 before you rely on this. Where your site was built inside a third-party platform integrated with our workflows, there is no exportable working copy of the site, and the export will consist of content and media rather than a functioning website. We will tell you what your export will contain, and we will identify what is excluded and provide reasonable migration information.

The export does not include third-party services, nontransferable licenses, account credentials, or Mabuhay Works tools and reusable systems described in Section 6.2.

Your domain remains yours throughout and after. It is the asset that lets you rebuild wherever you choose.

10. CORRECTIONS AND REFUNDS

10.1 Correction Guarantee

"Nonconforming Work" means delivered work that does not match the accepted Order or that contains an error we caused. This one phrase is used throughout this Agreement for that idea.

If we deliver Nonconforming Work, tell us within 30 days after we deliver it and give us reasonable access and cooperation. We will correct or re-do the affected work at no charge until it conforms to the original Order. If we cannot make it conform after reasonable attempts, we will refund the fees you paid for that affected work instead.

CORRECTION, RE-PERFORMANCE, OR REFUND UNDER THIS SECTION 10.1 IS YOUR EXCLUSIVE REMEDY FOR NONCONFORMING WORK.

This guarantee does not cover a changed request, inaccurate Client information, a Client or third-party change, or a third-party platform decision we did not cause.

10.2 Refund Rules

- We have not started substantive work: full refund.
- We delivered Nonconforming Work: correction, re-performance, or refund under Section 10.1.
- We delivered conforming work: no refund because the business result differed from your hope or expectation.
- Recurring service: cancel at any time; no partial-month refund.
- Review campaign: the correction guarantee covers our setup, list handling, messages, and report - never a promised number, rating, or value of reviews.

"Substantive work" begins when either of two things happens: we incur a third-party cost for your engagement that we cannot recover - travel, stock media, a subcontractor, a platform charge - or a scheduled appointment for your engagement falls inside its cancellation window. Our own research, planning, and preparation time alone does not begin substantive work.

10.3 Paid Work Waiting on You

If paid work cannot continue because we need information, material, access, or approval from you, we will contact you at approximately 30 days, contact you again at approximately 60 days with the planned close date, and at 90 days refund the amount paid for the affected incomplete work and close that Order.

That refund is calculated the same way as unearned prepaid fees in Section 8.4: the deliverables not completed, as a fraction of the deliverables the Order promised. We may retain records required for accounting or legal compliance.

11. CONFIDENTIALITY, CUSTOMER LISTS, AND DATA

Each party will protect the other party's nonpublic business information using reasonable care and use it only to perform or receive services under this Agreement. This duty lasts for three years after this Agreement ends, except that information which qualifies as a trade secret stays protected for as long as it remains one.

This duty does not cover information that is public through no breach, was already lawfully known, is received lawfully from another source without a duty of confidentiality, or is independently developed.

If law requires disclosure, the receiving party may disclose only what is required and, when legally permitted, will give prompt notice so the other party can seek protection.

On request at the end of this Agreement, each party will return or destroy the other's confidential information, except copies required for legal or accounting compliance and residual backup copies described below.

CUSTOMER LISTS. Customer lists are confidential. We use a list only for the authorized campaign, do not market our services to people on it, restrict access to people who need it for the campaign, and maintain reasonable safeguards. Unless you request an earlier return or deletion, we delete active working copies within 30 days after the campaign ends, except records reasonably required for legal compliance.

There is one exception to "only for the authorized campaign," and it is the do-not-contact register described in Section 7.5. If a person on your list opts out, we keep their contact details and their opt-out state on that register, and we use that record to suppress messages to them in later campaigns, including campaigns we run for other clients. That record is a legal-compliance record and survives the 30-day deletion above. It is used for suppression only - never for marketing, never sold or transferred, never disclosed.

The same register may suppress people on a list you give us, because they opted out of an earlier campaign we ran for someone else. When that happens we will tell you how many records were suppressed. We will not tell you which ones, because those individuals have not opted out of anything from your business and their identity is not ours to disclose.

Residual backup copies may remain until overwritten through ordinary backup cycles and will

remain protected.

If we confirm a security incident involving your confidential information that is reasonably likely to materially affect you or your customers, we will notify you without unreasonable delay and provide the information reasonably available to us.

12. PUBLIC MENTIONS AND CASE STUDIES

The default is anonymous.

Except for the portfolio right in Section 6.2, we will not publicly identify you unless you give separate written or digital permission. The Onboarding Form offers two optional permissions:

- Named mention: we may state that we work with your business and identify it.
- Case study: we may describe the work and results using your business name, but we must show you the case study and obtain approval before publication.

You may revoke either permission, or the Section 6.2 portfolio right, in writing. Revocation stops future use. We will remove controlled online material within a reasonable time, but cannot recall printed material already distributed or copies made by third parties. Anonymous, aggregated descriptions must not reasonably identify you.

13. CLIENT-PROVIDED MATERIALS AND INDEMNIFICATION

You represent that you have the right to provide the Client Content, customer data, instructions, and account access used for the services.

YOUR INDEMNITY. You will defend, indemnify, and hold us harmless from any third-party claim, and from resulting damages, settlements, judgments, and reasonable attorneys' fees, arising from material or instructions you supplied that infringe another person's rights, violate law, or

breach a duty you owed to another person - including any claim arising from a customer list, consent, or contact information you certified under Section 7.1. This does not apply to the extent the claim was caused by our unauthorized change or misuse.

OUR INDEMNITY. We will defend, indemnify, and hold you harmless from any third-party claim, and from resulting damages, settlements, judgments, and reasonable attorneys' fees, alleging that a deliverable we created for you infringes that person's intellectual property rights. This does not apply to Client Content, to material you directed us to use, or to a deliverable modified by you or by someone other than us.

HOW AN INDEMNITY WORKS. The party seeking indemnity will give the other party prompt written notice of the claim - though a delay only reduces the indemnifying party's obligation to the extent the delay actually prejudiced the defense. The indemnifying party controls the defense with counsel of its choosing and pays for it. The other party will cooperate reasonably, at the indemnifying party's expense, and may participate at its own expense. Neither party may settle a claim in a way that admits fault by the other party, imposes an obligation on it, or fails to release it fully, without that party's written consent, which will not be unreasonably withheld.

We may remove or refuse questioned content while a rights or compliance concern is investigated. This section does not authorize us to use your material beyond the permissions in this Agreement.

14. LIMITATION OF LIABILITY

IMPORTANT - PLEASE READ. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MABUHAY WORKS' TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM A SPECIFIC SERVICE IS LIMITED TO THE FEES YOU PAID FOR THAT SERVICE. FOR A RECURRING SERVICE, THE CAP IS THE FEES PAID FOR THAT SERVICE DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR LOST BUSINESS OPPORTUNITY, EVEN IF ADVISED THAT SUCH DAMAGES WERE POSSIBLE.

THESE LIMITS DO NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13, TO A BREACH OF SECTION 11, TO FRAUD OR WILLFUL MISCONDUCT, TO YOUR OBLIGATION TO PAY AGREED FEES, OR TO ANY LIABILITY THAT CANNOT LAWFULLY BE LIMITED.

The limitations apply regardless of the legal theory and to the fullest extent Missouri law permits.

15. MISSOURI LAW AND DISPUTES

Missouri law governs this Agreement without regard to conflict-of-law rules.

Disputes under this Agreement are resolved in court rather than by arbitration.

Before filing a lawsuit, the party raising a dispute will give written notice describing the issue and the requested resolution, and authorized representatives will have 30 days to discuss it in good faith. This discussion requirement does not prevent either party from seeking emergency injunctive relief or filing an eligible claim in small claims court.

Subject to applicable small-claims rules and any mandatory venue law, an action relating to this Agreement must be brought in the Circuit Court of Ozark County, Missouri, or, if federal jurisdiction exists, the United States District Court for the Western District of Missouri. Each party consents to those courts.

16. GENERAL TERMS

16.1 Independent Contractor

Mabuhay Works is an independent contractor. This Agreement does not create an employment, partnership, franchise, joint venture, fiduciary, or agency relationship except for the limited account-management authorization expressly given for purchased services.

16.2 Assignment

Neither party may assign this Agreement without the other's written consent, except to a

successor that acquires substantially all of the assigning party's business, or that succeeds to it by merger or reorganization, and that agrees in writing to assume this Agreement.

A change in the ownership of membership interests in Mabuhay Works LLC, including a transfer among its existing members or to a family member, is not an assignment of this Agreement and does not require your consent.

16.3 Force Majeure

Neither party is liable for delay caused by events beyond reasonable control, including natural disasters, widespread outages, government action, labor disruption, or third-party platform failure. Payment duties for already delivered services and duties concerning confidentiality, ownership, access removal, and data protection are not excused.

If such an event prevents performance of an affected Order for more than 30 consecutive days, either party may end that Order on written notice, and we will refund unearned prepaid fees for it under the method in Section 8.4.

16.4 Notices

Operational notices to you may be sent by email to the addresses in the latest Onboarding Form or Order. Notices to us go to support@mabuhayworks.com, or by mail to the address we publish on our website.

A cancellation, dispute notice, price-change notice, or notice of material breach is effective when sent, unless the sender receives an automated failure message. Either party will update its notice address when it changes, and until it does, notice sent to the last address given is effective.

16.5 Entire Agreement; Changes; Waiver; Severability

This Agreement and accepted Orders are the complete agreement about the services and replace earlier discussions about the same subject. Nothing in this paragraph limits liability for fraud or for a fraudulent misrepresentation.

A change must be in writing and agreed by both parties, except a price change made under

Section 4.4.

Failure to enforce a term once is not a waiver. If a term is unenforceable, it will be adjusted only as much as necessary and the remaining terms continue.

This Agreement is for the benefit of the parties only and creates no rights in any other person. Section headings are for convenience and do not affect meaning. This Agreement will not be construed against either party as its drafter.

16.6 Electronic Records and Counterparts

The parties agree to use electronic records and signatures. A checked acceptance box, electronic signature, or other recorded positive action attributable to the accepting party may evidence acceptance. Copies and counterparts together form one agreement.

16.7 Survival

These continue after this Agreement ends: Section 6.2 (ownership, licenses, and the portfolio right), Section 11 (confidentiality, customer lists, and data), Section 12 (public mentions), Section 13 (client-provided materials and indemnification), Section 14 (limitation of liability), Section 15 (Missouri law and disputes), this Section 16, and any payment obligation that accrued before the Agreement ended. Section 10.1 continues for the 30-day period it describes.

ACCEPTANCE RECORD

The Onboarding Form or Order should retain the Client's legal business name, authorized person's name and title, email address, acceptance date and time, Agreement version, consent language displayed, and the accepted Order. If signed on paper, complete the fields below.

CLIENT

Client legal name: _____

Authorized representative: _____

Title: _____

Email: _____

Signature: _____

Date: _____

MABUHAY WORKS LLC

Representative: _____

Title: _____

Signature: _____

Date: _____