

# WorkWise Design

These Terms & Conditions ("Terms") govern all services provided by WorkWise Design Ltd. ("WorkWise Design"). By engaging our services, the client ("Client") agrees to these Terms. These Terms supersede any prior versions unless otherwise agreed in writing.

## 1. Service Model and Description

WorkWise Design provides subscription-based instructional design services. Clients may submit requests according to their selected plan.

WorkWise Design specializes in the design and enhancement of learning materials and systems, including but not limited to:

- Workshop design (in-person or virtual)
- Learning outcomes and instructional goals
- Facilitator guides, slide decks, participant guides
- Train the Trainer planning and design
- Job aids, reference guides, checklists, templates
- E-learning/storyboard design, online learning module planning
- Assessments, knowledge checks, evaluation tools
- Course roadmapping and long-term learning strategy
- Blended learning systems: workshops, online, and on-the-job supports

WorkWise Design does not commit to video production or live facilitation, unless explicitly agreed to in writing as part of a custom plan.

## 2. Multi-Client and Multi-Industry Work

WorkWise Design operates as an independent service provider working with a wide variety of clients across many industries and sectors.

### 2.1 No Exclusivity

WorkWise Design does not enter exclusive relationships unless formally agreed in writing. By engaging our services, the Client acknowledges that WorkWise Design may provide similar services to other organizations, including those that may be perceived as competitors. WorkWise Design remains free to offer services to any client unless a separate exclusivity agreement is executed.

### 2.2 Confidentiality Remains Protected

Even when working across clients/industries, WorkWise Design commits to protecting each Client's confidential information. Confidential information will be used solely for the purpose of fulfilling the Client's requests and will not be shared with other clients.

### 3. Workflow, Turnaround and Collaboration

Clients submit design requests through the designated request system provided by WorkWise Design. Clients review results using the same system, provide feedback or approve, and submit new requests. WorkWise Design may update or change this system at any time. Unlimited revisions are allowed before approval. After approval, further changes constitute new requests.

Clients submit style guides, branding assets, reference materials as needed.

WorkWise Design primarily operates asynchronously. Meetings or real-time communication may be scheduled when necessary but are not included as part of standard subscription services.

### 4. Subscription Plans and Custom Work

WorkWise Design offers multiple subscription plans tailored to different needs: from foundational training materials to full learning ecosystems.

If a Client requires multiple concurrent projects, urgent delivery, or a scope outside our standard plans, WorkWise Design will propose a custom plan to meet those needs.

WorkWise Design reserves the right to modify subscription pricing, features, plan structures, or service limits at any time. Changes will take effect 30 days after notice to the Client.

### 5. Intellectual Property Rights

Unless otherwise agreed in writing:

- The Client owns the final approved deliverables produced by WorkWise Design.
- WorkWise Design retains ownership of its internal methods, templates, processes, style systems, and creative frameworks used to produce deliverables.
- Clients have full rights to use, adapt, reproduce, and distribute approved deliverables as they see fit.
- WorkWise Design may request permission to use anonymized samples or client testimonials for portfolio or marketing.

### 6. Confidentiality

WorkWise Design will treat Client materials and information as confidential. Confidential information includes any non-public materials, documents, data, or information provided by the Client for the purpose of completing requested work. Confidential information will be used only for the purpose of completing requested work.

## 7. Use of Creativity and Productivity Tools

WorkWise Design may use a variety of tools, including generative AI, design software, automation, and productivity systems, to assist with drafting, brainstorming, design, editing, layout, and workflow acceleration. Artificial intelligence-assisted work is permitted and considered part of WorkWise Design's creative process.

WorkWise Design will not input confidential client materials into AI tools that reuse, train on, or publicly share user content.

## 8. Client Responsibilities

Clients agree to:

- Provide clear instructions, branding guidelines, and reference materials at request submission.
- Review drafts and provide timely feedback.
- Request revisions as needed. In the absence of requested changes, or if the Client continues to use a deliverable, this constitutes acceptance.
- Only use deliverables that have been accepted (either explicitly or through continued use).
- Ensure any content they supply does not infringe third-party intellectual property or violate rights.

## 9. Payment Terms

### i. Subscription Billing

- All subscription plans must be paid through WorkWise Design's designated online billing portal.
- A valid credit card is required to activate and maintain any subscription.
- Subscription fees are billed monthly in advance. They renew automatically on the billing date every month unless paused or cancelled under the terms in Section 11.
- WorkWise Design does not accept cheque or invoice-based payments for subscription plans unless mutually agreed in writing.
- All payments must be made in Canadian dollars, unless otherwise agreed.

### ii. Late or Failed Payments

- If WorkWise Design's designated online billing portal is unable to process a payment for any reason (including insufficient funds, card expiration, or failed authorization):
  - All active work is immediately paused.
  - No new requests will be started.
  - The Client will be notified to update their payment method.
  - Work will resume only once the designated online billing portal successfully processes the outstanding payment.
- If payment issues are not resolved within 5 business days, WorkWise Design may terminate the subscription.

iii. Paused Subscriptions

Clients may pause their subscription for up to 6 months. Paused subscriptions do not generate invoices during the pause period.

If the subscription is not reactivated before the 6-month period ends, it will convert to a cancellation.

iv. Refund Policy

WorkWise Design does not offer refunds for subscription fees already paid. If a Client cancels, work continues until the end of the paid billing cycle.

v. Taxes

All fees are subject to applicable taxes, including GST/HST or other jurisdictional requirements.

Clients are responsible for providing accurate billing details.

## 10. Liability and Indemnity

WorkWise Design is not liable for:

- How Clients use or adapt deliverables after delivery and approval
- Any consequences arising from misuse or misinterpretation of materials by the Client
- Any claims for damages beyond the fees paid by the Client for the relevant deliverable

WorkWise Design's total liability to any Client is limited to the amount paid by the Client in the preceding 30-day period.

## 11. Cancellation and Termination

Clients may cancel their subscription at any time; cancellation becomes effective either 30 days after notice or at the end of the current billing cycle, whichever comes first.

WorkWise Design may terminate a subscription with 14 business days' written notice.

## 12. Governing Law & Amendments

These Terms are governed by the laws of Alberta, Canada.

Any modifications must be made in writing and signed by both parties.

If any provision is deemed invalid or unenforceable, the remaining Terms remain in force.

*By subscribing to any WorkWise Design plan, the Client agrees to be bound by these Terms and Conditions.*