

Client Services Agreement

Terms of Service & Refund Policy

This Agreement is entered into between:

Service Provider	Eileen Solomon, operating as Athletefolio
Business Location	United States of America
Client (Athlete)	As identified in the submitted intake form
Client (Parent/Guardian)	As identified in the submitted intake form (if athlete is under 18)
Date of Agreement	Date of intake form submission
Service Fee	\$300 (confirmed at time of call)
Update Fee	\$30 per minor change request

How You Accept These Terms

These Terms of Service are presented to you as part of the Athletefolio client intake form. By checking the acknowledgment box on that form and submitting your responses, you confirm that:

- ☒ You have read and understood these Terms of Service in full
- ☒ You agree to be bound by all terms and conditions set out in this document
- ☒ If the athlete is under 18, a parent or guardian has reviewed and accepted these terms on the athlete's behalf
- ☒ You understand that submitting the form and completing payment constitutes a binding agreement with Athletefolio

No handwritten or digital signature is required. Your form submission and payment together serve as your acceptance of these terms.

Please Read Carefully Before Submitting Your Form

This Agreement governs the entire relationship between you and Athletefolio. Submitting the intake form with the acknowledgment box checked, and completing payment, constitutes your full and binding acceptance of these terms. If you have any questions before submitting, please contact Eileen Solomon directly before proceeding.

Athletefolio agrees to design and deliver a custom personal recruiting website for the Client. The website will be built based on information provided by the Client through the Athletefolio intake form and any follow-up communications agreed upon during the client call.

What is included:

- A custom-designed, single-athlete recruiting website hosted on the Athletefolio platform
- A shareable URL (e.g. firstname.athletefolio.com) for use in the Client's own coach outreach
- Sections for athlete bio, sport-specific statistics, academic information, highlight video embed, achievements, and a coach contact method
- Mobile-responsive design viewable on all devices
- One (1) complimentary round of revisions following delivery of the first draft

What is NOT included:

- Video filming, editing, or production of highlight reels
- Any contact with college coaches, programs, scouts, or recruiting coordinators on behalf of the athlete
- Guarantees of scholarship offers, recruitment interest, coach responses, or program acceptance
- Ongoing content updates beyond the included revision round (see Section 04 for update fees)
- Search engine optimization (SEO) campaigns or paid advertising
- Agent or advisory services of any kind

★ No Contact with Coaches or NCAA Affiliates — Ever

Athletefolio is a website design and hosting service only. Eileen Solomon and Athletefolio do not contact, communicate with, or facilitate introductions to college coaches, NCAA member institutions, NAIA programs, NJCAA programs, professional clubs, or any of their affiliates — under any circumstances. The athlete is solely responsible for sharing their website link with coaches and programs. Athletefolio plays no role in that outreach.

The Client agrees to provide Athletefolio with accurate, complete, and up-to-date information required to build the website. This includes but is not limited to:

- Athlete name, sport, position, and physical details
- Academic information (GPA, graduation year, intended major if applicable)
- Career statistics, awards, and achievements
- High-quality photographs (minimum one headshot and one action photo)
- Highlight video link(s) hosted on YouTube, Hudl, or a comparable public platform

The Client is solely responsible for the accuracy of all information provided. Athletefolio is not liable for errors, omissions, or misrepresentations arising from inaccurate or incomplete information supplied by the Client.

★ Asset Submission Deadline — Delays Will Push Your Publish Date

The Client agrees to provide all required assets — including photographs, video links, statistics, and any other requested materials — within five (5) business days of payment confirmation. Athletefolio's delivery timeline does not begin until all required assets have been received. If the Client submits assets late, the publish date will be delayed by the same number of days as the delay in submission. Athletefolio is not responsible for a later-than-expected launch date caused by incomplete or late asset delivery.

Athletefolio will notify the Client upon receiving all required assets and will confirm the expected delivery date in writing at that time.

03

Payment Terms

Payment is due in full prior to Athletefolio beginning any work on the Client's website. The project timeline does not begin until payment has been received and confirmed.

Accepted payment methods:

- Venmo: @athletefolio
- E-Transfer or other method: as confirmed during the client call

All prices are listed in United States Dollars (USD) unless otherwise agreed in writing. The agreed service fee is confirmed during the client call and is binding upon payment submission. Prices will not change after payment is received.

04

Revisions & Post-Launch Updates

Each project includes one (1) complimentary round of revisions following delivery of the first website draft. Revision requests must be submitted within fourteen (14) days of the first draft being delivered.

Minor changes (fee applies after the free revision round):

- Stat or achievement updates
- Photo swaps
- Small wording edits or corrections
- Contact information updates

Minor change fee: \$30 per request, payable before changes are made.

Major changes (require a follow-up call and custom quote):

- Significant layout or design changes
- Addition of entirely new sections
- Complete redesign or rebrand
- Sport or career direction change requiring full content overhaul

Major changes will be scoped and quoted individually. A written estimate will be provided before any major change work begins.

05

Turnaround Time

Athletefolio will deliver a first draft of the website within seven (7) to ten (10) business days of receiving both: (a) confirmed payment in full, and (b) all required assets from the Client as outlined in Section 02.

★ Your Publish Date Depends on When We Receive Your Materials

The countdown to your website delivery does not start until Athletefolio has received every required asset — photos, video links, stats, and any other requested materials. If assets arrive five days late, your publish date moves five days later. We will always communicate your updated expected delivery date as soon as all assets are in hand.

Rush delivery (within three (3) to five (5) business days) may be available on request and is subject to an additional rush fee, confirmed in writing before work begins.

06

Refund Policy

Athletefolio does not offer refunds under any circumstances once payment has been received and work has commenced. By submitting your intake form and completing payment, the Client acknowledges and agrees that all sales are final.

No Refunds — All Sales Are Final

If the Client is dissatisfied with the final delivered website after the included revision round has been completed, the Client may request a partial refund under the following conditions:

- A refund of forty percent (40%) of the total amount paid will be issued
- The Client's website will be taken offline and permanently removed from the Athletefolio platform within five (5) business days of the approved refund request
- The Client forfeits all rights to the website design, code, and associated materials upon refund issuance
- The refund will be returned via the same payment method used by the Client, within ten (10) business days of the approved request

The following situations do not entitle the Client to a refund or any compensation:

- Refund requests submitted after the Client has shared the website link publicly or with any coach or program
- Requests submitted more than thirty (30) days after the final website was delivered
- Dissatisfaction caused by inaccurate or incomplete information provided by the Client
- Requests based on the athlete not receiving recruitment interest, scholarship offers, or coach responses — Athletefolio does not guarantee recruitment outcomes of any kind
- Change-of-mind requests where the delivered website matches the agreed scope from the client call

Athletefolio Failure to Deliver

If Athletefolio fails to deliver a first draft within thirty (30) days of receiving full payment AND all required client assets, and no delay was caused by the Client, the Client may contact Athletefolio in writing to request a

resolution. Athletefolio will work in good faith to deliver the completed website or reach a mutually agreed outcome. No monetary refund will be issued.

No Recruitment Outcome Guarantee

Athletefolio provides a website design and hosting service only. We do not guarantee, suggest, or imply that the website will result in scholarship offers, recruitment interest, coach outreach, or placement with any team, program, or organization at any level. A refund will not be issued on the basis of recruitment outcomes.

07

No Contact with Coaches or Governing Body Affiliates

No College Contact

Athletefolio does not, under any circumstances, contact college coaches, university athletic departments, NCAA member institutions, NAIA programs, NJCAA programs, professional clubs, scouts, recruiting coordinators, or any affiliates of these organizations on behalf of any client.

Athletefolio's role is limited exclusively to building and hosting the athlete's personal recruiting website. The athlete is solely and entirely responsible for:

- Sharing their website link with coaches and programs
- Initiating contact with college programs and their staff
- Conducting all recruiting correspondence and outreach
- Following all applicable contact and communication rules set by their governing body

Athletefolio has no relationship, agreement, partnership, or communication channel with any NCAA, NAIA, NJCAA, or professional league institution or affiliate. Athletefolio does not receive compensation from any program or institution in connection with athlete profiles.

Clients should not represent to coaches, programs, or governing bodies that Athletefolio has referred them, endorsed them, or played any role in their recruitment beyond website design.

Governing Body Compliance Is the Client's Responsibility

It is the Client's sole responsibility to ensure their use of Athletefolio's services complies with all eligibility rules of any governing body applicable to them — including but not limited to NCAA, NAIA, NJCAA, or professional league rules. Athletefolio does not provide compliance guidance. Clients with eligibility questions should consult their athletic director, compliance officer, or a qualified sports attorney before submitting this form.

08

Intellectual Property & Ownership

Upon delivery of the completed website and receipt of full payment, the Client owns all personal content they provided — including photographs, statistics, written bios, and video links.

Athletefolio retains ownership of the website's underlying code, design framework, and template structure. Athletefolio reserves the right to use the completed website (excluding personal contact information) as a portfolio example in marketing materials, unless the Client requests otherwise in writing prior to launch.

The Client grants Athletefolio a non-exclusive license to host, display, and maintain the website for the duration of the service relationship. This license ends upon refund issuance or written cancellation by either party.

09

Content Standards & Accuracy

The Client is solely responsible for ensuring that all content submitted to Athletefolio is truthful, accurate, and does not infringe on any third-party rights. The Client agrees NOT to submit:

- False, exaggerated, or unverifiable statistics, achievements, or academic credentials
- Photographs or video to which the Client does not hold the rights
- Content that is defamatory, discriminatory, or otherwise unlawful
- Content that violates the eligibility rules of any applicable sports governing body

If Athletefolio discovers that content provided by the Client is false or in violation of these standards, Athletefolio reserves the right to remove the website immediately without issuing a refund.

10

Privacy & Data

Athletefolio collects only the personal information necessary to build and maintain the Client's website, including name, sport, statistics, contact details, photographs, and video links submitted through the intake form.

Athletefolio will not sell, share, or distribute the Client's personal information to any third party without the Client's explicit written consent, except as required by applicable United States law.

The Client's personal contact information (email address, phone number) will not be publicly displayed on the website without explicit approval. A coach-facing contact form or designated email will be used by default unless the Client requests otherwise.

Clients may request deletion of their personal data at any time by contacting Athletefolio in writing. The website will be taken offline within five (5) business days of a confirmed deletion request, and all personal data will be removed within thirty (30) days.

11

Minor Athletes (Under 18)

If the athlete is under the age of eighteen (18), a parent or legal guardian must check the acknowledgment box on the intake form on the athlete's behalf. By doing so, the parent or guardian confirms they have reviewed and approved all content included on the website and accept these terms in full.

All billing correspondence, refund requests, and formal communications for athletes under 18 will be directed to the identified parent or guardian.

Athletefolio will not knowingly collect personal information from athletes under the age of 13 without verified parental consent, in accordance with the Children's Online Privacy Protection Act (COPPA).

12**Limitation of Liability**

Athletefolio's total liability to the Client under this Agreement shall not exceed the total amount paid by the Client for the services described herein. In no event shall the Client be entitled to recover damages, losses, or compensation of any kind beyond the amount actually paid to Athletefolio. The Client expressly waives any right to seek additional damages, consequential damages, punitive damages, or any other monetary recovery above the amount paid.

Athletefolio is not liable for: lost or missed recruitment opportunities; decisions made by coaches, programs, or scouts; technical issues caused by third-party platforms including YouTube, Hudl, Netlify, or GitHub; or any indirect, consequential, or incidental damages arising from use or non-use of the website.

Athletefolio is not responsible for website downtime caused by third-party hosting platform outages. In the event of extended downtime exceeding 72 hours, Athletefolio will communicate the issue and work toward resolution promptly.

13**Termination**

Either party may terminate this Agreement in writing at any time. In the event of termination:

- Terminated by the Client before work has begun: no refund will be issued as Athletefolio's no-refund policy applies from the moment of payment
- Terminated by the Client after work has begun but before first draft delivery: no refund will be issued
- Terminated by the Client after first draft delivery: no refund will be issued
- Terminated by Athletefolio due to Client's breach of these terms: no refund issued

Upon termination for any reason, the website will be taken offline within five (5) business days and all Client content will be permanently deleted within thirty (30) days.

14**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the state in which Eileen Solomon, operating as Athletefolio, is domiciled. Any disputes arising from this Agreement that cannot be resolved informally shall be submitted to binding arbitration before being escalated to formal legal proceedings.

Both parties agree to attempt to resolve any dispute informally and in good faith within thirty (30) days before initiating any formal proceedings.

15**Entire Agreement**

This Agreement constitutes the entire understanding between the Client and Athletefolio with respect to the services described herein. It supersedes all prior discussions, representations, or agreements whether written or verbal.

Any modifications to this Agreement must be agreed upon in writing by both parties. Verbal modifications are not binding.

If any provision of this Agreement is found to be unenforceable under applicable law, the remaining provisions will continue in full force and effect.

Acceptance of These Terms

By checking the acknowledgment box on the Athletefolio intake form and submitting payment, the Client confirms full acceptance of all terms set out in this Client Services Agreement. No handwritten or digital signature is required.