

NOOK & CO. FREELANCE SERVICES

Terms of Service

Roblox Luau Scripting - Independent Contractor

Last Updated: May 2026

1. Agreement to Terms

By commissioning services from me (the Developer), you (the Client) agree to be bound by these Terms of Service in full. Engaging in any form of project discussion, deposit payment, or written confirmation constitutes acceptance of these terms. If you do not agree, do not proceed with a commission.

2. Scope of Work

All work will be defined by a written project brief agreed upon by both parties before any work begins. This brief will outline:

- Deliverables and features to be built
- Estimated timeline
- Total agreed price in USD

Any features, changes, or additions requested outside the agreed brief are considered out of scope and will be quoted and billed separately. The Developer reserves the right to decline out-of-scope requests.

3. Pricing & Currency

- **Currency:** All prices are quoted and invoiced exclusively in
 - **US Dollars (USD).** No exceptions.
 - Prices are set per project or per system, not hourly, unless explicitly agreed otherwise in writing.
 - The Developer reserves the right to adjust rates at any time. Quoted rates are locked in for the duration of the agreed project only.
 - Rush orders (turnaround under 48 hours) are subject to a 1.5x rate multiplier.
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4. Payment Terms

4.1 Deposit

A non-refundable deposit of 50% of the total agreed project price is required before any work begins. Work will not commence until the deposit is received and confirmed.

4.2 Final Payment

The remaining 50% is due upon project completion, before final files or code are delivered. The Developer is under no obligation to deliver final work until the remaining balance is paid in full.

4.3 Payment Method

- **PayPal only:** All payments are processed via
- Payment must be sent as 'Goods & Services' to protect both parties.
- Do not send payment as 'Friends & Family' — any payment sent in this way will be considered invalid and work will not begin.
- PayPal fees, if any, are the responsibility of the Client.

4.4 Late or Missed Payment

If final payment is not received within 7 days of project completion notice, the Developer reserves the right to withhold delivery and/or repurpose the work. Persistent non-payment may result in the matter being escalated and the Client being publicly listed as a bad actor within the Roblox developer community.

5. Refund Policy

All sales are final. The following refund policy applies:

- The 50% deposit is non-refundable under any circumstance, including if the Client cancels the project after work has begun.
- If the Client cancels after work has begun but before completion, the deposit is forfeited. Any work completed beyond the deposit value will be invoiced proportionally.
- If the Developer is unable to complete the project for reasons within their control, a full refund of all payments made will be issued.
- No refund will be issued after final delivery of the completed work.

6. Revisions

- Each project includes up to 2 rounds of revisions at no additional cost.
 - A revision is defined as a minor change or correction within the original agreed scope.
 - Revisions that constitute new features, significant redesigns, or scope changes will be quoted separately.
 - Revision requests must be submitted within 7 days of delivery. After 7 days, the project is considered finalized and further changes will be billed as a new project.
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7. Delivery & Timeline

- Timelines are estimated and begin only after the deposit is received.
 - Delays caused by the Client (e.g., failure to provide assets, feedback, or clarification) will extend the timeline accordingly. The Developer is not liable for such delays.
 - The Developer will communicate any delays on their end promptly and in writing.
 - Deadlines are not guaranteed unless explicitly stated as a hard deadline in the written brief.
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8. Ownership & Intellectual Property

Ownership of the delivered work transfers to the Client only upon receipt of full and final payment.

- Until full payment is received, all work remains the intellectual property of the Developer.
 - The Developer retains the right to display completed work in their portfolio, DevForum posts, and promotional materials unless the Client explicitly pays for exclusivity in writing.
 - The Client may not resell, redistribute, or claim sole authorship of the delivered work for commercial resale purposes (e.g., asset store, plugin marketplace) without written permission from the Developer.
 - The Client may use delivered work freely within their own Roblox projects.
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9. No Warranty

All work is delivered 'as-is.' The Developer makes no guarantees, express or implied, regarding:

- Ongoing compatibility with future Roblox updates or API changes.
- Game performance, player retention, or revenue outcomes resulting from delivered work.
- Uninterrupted or error-free operation of delivered systems after handoff.

The Developer will fix bugs reported within 7 days of delivery at no additional charge. After 7 days, bug fixes and maintenance are billable as a new engagement.

10. Limitation of Liability

The Developer's total liability to the Client for any claim arising from services rendered shall not exceed the total amount paid by the Client for the relevant project. The Developer is not liable for:

- Loss of Robux, in-game currency, or revenue.
 - Game bans, moderation actions, or policy violations resulting from how the Client uses delivered work.
 - Data loss, corruption, or server issues beyond the Developer's control.
 - Any indirect, consequential, or incidental damages.
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11. Communication & Conduct

- All project communication must be conducted in writing (Discord DMs, DevForum, or email).
 - The Developer is not obligated to respond outside of reasonable working hours.
 - Abusive, threatening, or harassing communication will result in immediate termination of the project with no refund of the deposit.
 - Chargebacks filed without prior dispute resolution attempted in good faith will be considered fraudulent and reported accordingly.
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12. Termination

Either party may terminate the project with written notice. In the event of termination:

- The deposit is non-refundable regardless of who initiates termination.
 - If the Developer terminates for reasons within their control, any additional payments beyond the deposit will be refunded.
 - If the Client terminates mid-project, any work completed beyond the deposit value may be invoiced at the Developer's discretion.
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13. Governing Terms

These Terms of Service are governed by and construed in accordance with the laws of Ontario, Canada, without regard to its conflict of law principles. By proceeding with a commission, both parties acknowledge they have read, understood, and agreed to these terms in full and submit to the exclusive jurisdiction of the courts in Ontario, Canada.

These terms may be updated at any time. The version in effect at the time of project commencement applies to that project.

14. Acknowledgement

By paying the deposit and proceeding with the project, the Client confirms they have read and agree to these Terms of Service.