

PACTUM IO, LLC

WEBSITE AND CONSULTING TERMS

Effective August 14, 2026

1. Parties. These terms (“Agreement”) are between Pactum IO, LLC (“PACTUM,” “we,” or “us”) and the person or company that uses pactum.io or engages PACTUM for consulting services (“Customer,” “you”). PACTUM is a single-operator software consulting practice. Work is performed by Matthew Swezey unless a written statement of work names someone else.

2. What this Agreement covers. This Agreement covers (a) use of the PACTUM website at pactum.io and related pages, and (b) professional consulting services PACTUM provides under a written order, proposal, or statement of work (“SOW”). The website is informational. It does not sell products, accept checkout, or create an engagement by itself. A consulting engagement starts only when both parties agree in writing to an SOW that references these terms.

3. Website use. You may view and share public pages for lawful purposes. You may not scrape, overload, reverse engineer, or misuse the site, or use it to send unsolicited commercial messages. Site content, marks, and the PACTUM logo are owned by PACTUM or its licensors. No license is granted except the limited right to use the site as published. The site may change or go offline without notice. PACTUM does not enable cookie-based advertising or analytics tracking on the site. Contact is offered through LinkedIn or other channels PACTUM publishes, not by posting a personal email address on the site.

4. Services. PACTUM provides software engineering consulting, which may include SaaS bootstrapping, cloud architecture, applied AI systems, full-stack product work, DevOps, internal platforms, and blockchain or crypto systems, as described in the applicable SOW. PACTUM does not sell hardware, packaged software licenses, or a product catalog through the website. Unless an SOW says otherwise, PACTUM performs professional services as an independent contractor and does not become your employee, partner, or exclusive provider.

5. Statements of work. Each engagement is defined by an SOW. The SOW controls scope, deliverables, timeline, fees, and any engagement-specific terms. If an SOW conflicts with this Agreement, the SOW controls for that engagement. Email, LinkedIn, or chat messages are not an SOW unless both parties clearly agree in writing that a named document is the SOW.

6. Customer responsibilities. PACTUM’s ability to perform depends on your timely cooperation, access, decisions, and the accuracy of information you provide. You are responsible for your accounts, environments, licenses, and third-party vendors, and for obtaining any consents needed for PACTUM to work in your systems. Delays on your side may move dates and may increase fees if the SOW allows.

7. Change orders. Material changes to scope, deliverables, or timeline require a written change order agreed by both parties. PACTUM may pause work that is outside the current SOW until the change is agreed.

8. Fees, expenses, and payment. Fees are those stated in the SOW or written quote. Unless the SOW says otherwise, invoices are due within thirty (30) days of the invoice date, and amounts are exclusive of taxes. Reasonable pre-approved out-of-pocket expenses may be billed in addition to fees. Late amounts may accrue interest at the lesser of 1.5% per month or the maximum allowed by law. PACTUM may suspend work on open SOWs if invoices are past due.

9. Intellectual property. Each party keeps ownership of intellectual property it had before the engagement, and of tools, frameworks, templates, and generic know-how it develops independently ("Pre-existing IP"). You grant PACTUM a limited license to use your materials only as needed to perform the SOW. Upon full payment of fees for a deliverable created specifically for you under an SOW, PACTUM assigns to you the copyright in that custom deliverable, excluding Pre-existing IP and third-party materials. PACTUM retains a non-exclusive license to use non-confidential general knowledge, patterns, and residual know-how learned while performing the work. Open-source and third-party components remain under their own licenses. PACTUM may reuse Pre-existing IP in other work.

10. Confidentiality. Information a party discloses that is marked confidential, or that a reasonable person would treat as confidential, may be used only to perform this Agreement or the SOW and must be protected with reasonable care for three (3) years after disclosure, or longer if it remains a trade secret. These duties do not apply to information that is public, already known without duty, independently developed, or required to be disclosed by law. The existence of a public marketing website is not confidential.

11. Personal information. The public website is not intended to collect personal information through forms or tracking cookies. If you contact PACTUM through a published channel, PACTUM will use that information only to respond and, if you engage PACTUM, to deliver the services. In an engagement, you remain the controller of personal data in your systems. PACTUM will use any personal data it accesses only to perform the SOW and will not sell it. Each party will comply with privacy laws that apply to its own role.

12. Performance and warranty. PACTUM will perform services in a professional manner consistent with generally recognized commercial practices for similar consulting work. If you give written notice of a material failure within thirty (30) days after delivery of the affected services, PACTUM will re-perform those services. If re-performance is not commercially reasonable, PACTUM will refund the fees paid for the non-conforming portion. This is your exclusive remedy for service performance. PACTUM does not warrant that software, cloud systems, or third-party platforms will be error-free or uninterrupted, or that advice will achieve a particular business result. The website is provided "as is."

13. Limitation of liability. PACTUM's total liability under this Agreement and any SOW is limited to the fees you paid PACTUM for the engagement giving rise to the claim in the twelve (12) months

before the claim. Neither party is liable for lost profits, lost revenue, downtime, loss of data, or indirect, special, incidental, or consequential damages. This section does not limit liability for fraud, willful misconduct, infringement of the other party's intellectual property, or any liability that cannot be limited under applicable law.

14. Non-exclusivity and publicity. PACTUM may work with other clients, including in overlapping industries, subject to confidentiality. PACTUM will not identify you as a client in public marketing without your prior consent, except that PACTUM may describe work in generic, non-identifying terms.

15. Term and termination. Website terms apply while you use the site. An SOW lasts for the period it states. Either party may terminate an SOW for a material breach that remains uncured for ten (10) days after written notice, or immediately if the other party becomes insolvent. You will pay for work performed and approved expenses through the effective termination date. Sections that by their nature should survive — including intellectual property, confidentiality, payment, and limitation of liability — survive termination.

16. Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control, including outages of third-party cloud or network providers, except for payment obligations.

17. Disputes. The parties will first try to resolve a dispute by discussion between Matthew Swezey and a Customer decision-maker. If that fails, either party may pursue its legal remedies. This Agreement does not require arbitration unless an SOW says otherwise.

18. Governing law. This Agreement is governed by the laws of the State of Texas, excluding conflict-of-law rules. Courts located in Texas have exclusive jurisdiction, except that PACTUM may bring a claim for unpaid fees in a court where Customer is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

19. General. This Agreement and any SOW are the entire understanding for their subject matter and replace prior discussions on that subject. Changes must be in a writing agreed by both parties. You may not assign an SOW without PACTUM's consent, except to a successor of substantially all of your business. If a provision is unenforceable, the rest remains in effect. Failure to enforce a term is not a waiver. Notices may be sent to the contacts named in the SOW, or for website matters to the contact method published on pactum.io. These terms may be updated for website use by posting a new version; SOWs already signed stay under the version they referenced unless both parties agree otherwise.

The parties confirm their agreement to these terms by using the PACTUM website or by referencing these terms in an SOW or other written order.