

TERMS OF SERVICE – USE OF OUR SERVICES

Last updated: January 28, 2026

Scope of our services

These Terms of Service (“Terms”) govern your access to and use of the services offered by **CodeForgeX Studio** (“CodeForgeX Studio,” “we,” “us,” or “our”), including but not limited to performance optimization, SEO optimization, code review, refactoring, security hardening, and related development or consulting services (collectively, the “Services”).

By requesting, ordering, or using any of our Services, you agree to be bound by these Terms, in addition to any separate proposal, order form, statement of work, or written agreement that may apply between you and CodeForgeX Studio.

Your code and intellectual property

You remain the owner of all copyright and intellectual property rights in the code, content, and materials that you provide to us for the purpose of performing the Services (“Client Materials”), except as expressly set out in these Terms.

To enable us to perform the Services, you grant CodeForgeX Studio a limited, non-exclusive, worldwide, royalty-free license to use, host, store, modify, and create derivative works from the Client Materials solely as necessary to provide the Services to you. This license automatically terminates when the relevant Service has been fully completed and all outstanding fees have been paid, subject to any rights that must reasonably survive for backup, logging, or legal compliance.

Temporary protective share of copyright (5%)

Where a Service requires us to directly modify, refactor, or extend your codebase (for example for performance optimization, SEO optimization, or similar technical work), you acknowledge and agree to the following mechanism:

- For the duration of the Service, you grant CodeForgeX Studio a **temporary 5% share in the copyright** of the specific parts of the codebase that we actively modify or create (the “Modified Code”).
- This 5% share is granted **solely** as a legally recognizable protective interest to document that we have legitimately worked on and accessed the Modified Code in order to provide the Services, and to help prevent unfounded claims that we have copied or stolen your code.
- This 5% share does **not** give us the right to commercially exploit, resell, or license your project as a whole, and may only be used to:
 - Defend ourselves in case of legal disputes or allegations regarding our work.
 - Demonstrate that we had a legitimate basis to access and work on the Modified Code.

Once the Service has been completed and you have:

1. Confirmed completion (for example by signing off on a delivery, approval email, ticket closure, or other agreed confirmation), and
2. Paid all fees due for the relevant Service,

the temporary 5% share automatically and irrevocably reverts to you, and you again hold 100% of the copyright in the Modified Code, subject only to any general rights we retain in our own tools, know-how, and generic code components as described below.

For certain Services (for example where we only advise, audit, or provide documentation without editing your code), we may choose **not** to rely on this 5% mechanism. In those cases, we will perform the Service on the basis of the license described under “Your code and intellectual property” without any temporary share, and you will retain 100% ownership at all times. Whether the 5% mechanism applies will be indicated in the relevant quote, order, or project description.

Our tools, templates, and know-how

Any methods, processes, scripts, libraries, templates, generic components, or know-how that we use or develop independently of your project remain the sole intellectual property of CodeForgeX Studio (“CodeForgeX IP”), even if they are used during the performance of the Services.

Where we incorporate CodeForgeX IP into your project (for example helper functions, internal utilities, or generic implementation patterns), you receive a non-exclusive, non-transferable license to use that CodeForgeX IP as part of your project, for your internal and external use as reasonably intended. This license does not allow you to resell our generic components as a standalone product or to claim ownership of our underlying tools.

Evidence of completion and release of the 5% share

At the end of each engagement where the temporary 5% share applies, we may ask you to sign or otherwise confirm a short completion record (for example via email, e-signature, ticketing system, or client portal). This serves as evidence that:

- The agreed Services have been completed.
- You have accepted or at least received the final delivery.
- The temporary 5% share reverts fully back to you, restoring your 100% ownership of the Modified Code.

If you refuse to confirm completion without providing a clear and reasonable objection regarding the delivered work within a commercially reasonable period (for example 14 days after delivery), we may treat the Services as completed for the purpose of releasing our obligations, and the 5% share will still revert to you once all fees have been paid. This avoids a situation where ownership remains artificially split due to lack of formal sign-off.

No claim of ownership over your project

Except for the limited temporary 5% share described above and the rights necessary to perform the Services, CodeForgeX Studio does **not** acquire ownership of your overall project, product, or business. You remain fully responsible for:

- The legal compliance and licensing of any third-party components in your project.
- How you deploy, use, or commercialize your code.
- Any obligations towards your own customers, users, or partners.

We do not list your code as our own product, and we do not sell your project to third parties. The temporary 5% share is purely a legal safety mechanism and is always returned to you after completion and payment as described.

and changes to these terms

Because intellectual property and software law can vary by jurisdiction and may change over time, we may update these Terms where reasonably necessary (for example due to legal changes, case law, or new service types). The "Last updated" date at the top of these Terms indicates the most recent version.

For larger or custom projects, we strongly recommend that both you and we consider having a tailored written contract reviewed by a qualified legal professional in your jurisdiction, especially if substantial intellectual property, long-term licensing, or complex collaboration is involved.