



A PARADISE COMPANY  
**PEOPLE, PURPOSE, PROGRESS.**

A Paradise Company™ Inc.  
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www.AParadiseCompany.com

## TERMS & CONDITIONS

In our ongoing commitment to sustainability and operational efficiency, we have developed these Terms and Conditions. This document, along with our Policies and Disclosures, governs all interactions with A Paradise Company™, including its associated brands and subsidiaries.

We appreciate your time and diligence in reviewing the following Policies, Terms, and Conditions. These terms are binding for all clients, both existing and potential, as well as our associated brands and subsidiaries.

By "Client Organization," we refer to all clients and potential clients who engage with our services. Your understanding and adherence to these terms are vital for maintaining a successful and productive business relationship.

Throughout this document, the terms "we," "us," "our company," and similar pronouns refer to A Paradise Company™ and its associated brands and subsidiaries, collectively referred to as "A Paradise Company™." This clarification is provided to enhance readability and understanding of these Terms and Conditions.



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## **I. COMPENSATION**

Payment in advance is required for all services in US dollars. Client Organization agrees to make all "One-time Services" payments in advance either by purchasing directly on our website, or by our online gateway or bank-certified check at the moment of signing any Agreement, in order to get started with any service. Client Organization agrees to pay "Monthly Services" by automatic credit card transactions. Invoices will include monthly fees and any additional fees for any additional service that has been purchased by Client Organization. Invoices will be issued and automatic transactions processed on the Renewal Date. Late payment charges will result in a LATE FEE and will comply with applicable federal and state laws. Late fees are to be paid in full on all past-due balances. Client Organization is 100% responsible for any applicable federal and state taxes. There is no grace period for payment plans; non-negotiable. In the event of non-payment, Intenovate™ Inc. and A Paradise Company™ reserves the right to withhold services and take legal action in accordance with applicable federal and state laws.

## **II. CLIENT ORGANIZATION RESPONSIBILITY FOR CHARGEBACKS AND COLLECTIONS**

a) Client Organizations are advised that any attempt to issue a chargeback will result in the immediate closure of their account. In such cases, Client Organization will also be liable to pay a minimum of three times (3x) the original charge, in addition to a 35% Delinquency Fee and a minimum of a 35% collections fee (paid to the collections agency). Should the account remain in collections for more than one hundred (100) days, Client Organizations are responsible for paying an additional 20% Collections Fee (paid to the agency).

b) If paid after the close of business on the Due Date, Client Organization is responsible for paying an additional 1.5% USD late fee (of total fee), per day. If paid (5) within five days



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after the payment due date, a fee of \$2000, regardless of the original cost, will be issued to the account. By starting services with us, Client Organizations automatically agree to these terms and conditions.

### III. CANCELLATION POLICY

a) All agreements may be terminated with or without cause by either party upon thirty (30) days' written notice. All services provided in advance will be charged upon early Termination. In compliance with applicable state and federal laws, Client Organization is still responsible for the complete costs of the contract (ie: total fee) at which time a minimum of 30% of the total fee will be due, and the remaining due within 90 days.

b) Intenovate™ Inc. and A Paradise Company™ reserves the right to cancel any agreement on projects that are abandoned or lay dormant for more than thirty (30) days with or without notice and without refund.

### IV. REFUND POLICY

a) A 100% refund will be made only in the event of a cancellation within one (1) day of signing the initial contract. All sales are final. A project may be split into monthly payments as a courtesy to the Client Organization. Once a payment or deposit is made, it is non-refundable. In the event that a refund is required by applicable federal or state consumer protection laws, Intenovate™ Inc. and A Paradise Company™ will process such refunds in accordance with those laws. Clients will be entitled to refunds as mandated by federal and state regulations, which may vary depending on the nature of the services provided.

b) All digital marketing packages including SEO and Social Media are not refundable, but the Client Organization may cancel with a notice written thirty (30) days in advance. *Read the Cancellation Policy.*



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c) We do not offer any refund for services already delivered, started, or any other miscellaneous charges which are non-recoverable for A Paradise Company™ and its associated brands. No payment will be refunded once an initial draft is provided. There are no partial refunds for projects mid-way through a milestone phase. There are no refunds or credits of any kind for Ghost Writing, Search Engine Optimization (SEO), Pay-Per-Click (PPC), Social Media Marketing (SMM), Email Marketing, or any other third-party and/or online marketing service even if a fee was paid in advance. After a payment is made, there are no exceptions to our refund policy. Web design and development of projects demand extensive time, and resources, and incur internal expenses. Therefore once a payment or deposit is made, it is nonrefundable. Payment for hosting is non-refundable.

d) We do not offer refunds on deposits or payments for projects that are abandoned or lay dormant for more than 30 days. If you signed up for our services but did not make use of them after one (1) business day of signing the contract, then you are still entitled to pay us in full, and will not be able to be refunded for any previous payments. All billing cycles for agreed services will continue until Client Organization sends a cancellation notice in writing.

## **V. COMPLETION OF WORK**

In the event of any delays caused by the Client Organization that affect the timely supply of content, pictures, videos, or any other material, both parties agree to communicate and document such delays in accordance with the terms of the agreement. Intenovate™ Inc. and A Paradise Company™ reserve the right to extend previously agreed-upon deadlines by a reasonable amount, provided that such extensions are consistent with the terms of the contract and do not result in a breach of contract. Intenovate™ Inc. . and A Paradise Company™ reserve the right to cancel any agreement on projects that are abandoned or lay dormant for more than 30 days with or without notice.



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## **VI. CONTENT MATERIALS**

- a) Client Organization must provide all content materials required by us to complete the work. Such materials may include, but are not limited to, written copy, logos, pictures, videos, and other printed material. Intenovate™ Inc. and A Paradise Company™ cannot and will not take responsibility for any copyright infringements caused by materials submitted by Client Organization. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material. Both parties agree to adhere to all relevant copyright laws and regulations, including but not limited to the Digital Millennium Copyright Act (DMCA). Client Organization acknowledges that it is responsible for ensuring that all materials provided do not infringe upon any intellectual property rights, including copyright, trademarks, and patents.
- b) For all Copy-writing Services (Content Optimization, Web Copy-writing, Blog Writing, Press Release, Product Description, etc.), Intenovate™ Inc. and A Paradise Company™ will prepare the content materials that correspond to the project set out by Client Organization in terms of the number of pages, word count, keywords, and style. Client Organization will receive an initial draft for approval before the completion of all Content Materials. Once the initial draft is approved, Intenovate™ Inc. and A Paradise Company™ will complete all additional content materials (Web pages, articles, blogs, press releases, etc.) The Client will then have 2 additional revisions to provide changes and final approval. Intenovate™ Inc. and A Paradise Company™ grant Client Organization the reasonable rights to display, publish, sell, and reproduce the Content Materials in any reasonable form that The Client Organization owns via purchase.

## **VII. DOMAIN NAMES AND WEB HOSTING**

Hosting and domain are not included in the price for Website Design. Client Organization is responsible for obtaining their own domain and hosting through us or a third-party company of their choice. Intenovate™ Inc. and A Paradise Company™ can supply Client Organization account credentials for domain name registration and/or web hosting. Client Organization



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acknowledges and agrees that their use of domain names and web hosting services must comply with all applicable laws, regulations, and the terms of service of the domain registrar or hosting provider they choose. Client Organization is solely responsible for ensuring that their use of these services adheres to legal requirements and third-party terms and conditions.

#### **VIII. REVISIONS**

We are pleased to offer you the opportunity to make 2 revisions to the project. Our website development, business solutions plans, and extended projects (such as ghostwriting) phase is flexible and allows certain variations to the original specification. However, any major deviation from the approved design will be charged at the rate of \$175.00 per hour, subject to your review and approval of such additional charges in compliance with applicable fees and charges.

#### **IX. PROJECT DELAYS, CLIENT ORGANIZATION LIABILITY, AND APPROVALS**

- a) Any time frames or estimates that we give are contingent upon your full cooperation and complete and final content for the work pages. During development, there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.
- b) Intenovate™ Inc. and A Paradise Company™ will send out "Update" emails that will require your attention and a response within (3) three business days minimum, otherwise, the project will be stalled. Communication is only confirmed via email and the email that we have on file. Social Media cannot/will not be used for updates, confirmations, etc.
- c) If there is travel required for the project, the Client pays for said travel. The travel must be confirmed no later than (10) ten days prior to travel. If the travel required is less than (10) ten business days, the Client must provide the travel funds in full immediately upon expected booking. Travel in less than 48 hours cannot be accommodated.



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- d) If the Client fails to provide content materials, pictures, or any other information that will cause a delay of over 3 days in the project, there will be a waiting period of 30 days to reinstate your project into the pipeline. On completion of the work, you will be notified and have the opportunity to review it. Nothing will be published without approval. You must notify us in writing of any unsatisfactory points within three 3 days of such notification. Once the final revision is approved, work cannot subsequently be rejected, and the contract will be considered completed. Client Organization will receive website files, logins, passwords of their website, and final copies of completed work.

**X. WARRANTY BY YOU AS TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

Client Organization must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names, and trademarks, or any other material supplied to us. Intenovate™ Inc. and A Paradise Company™ will not be responsible for any claims or legal actions related to the content, graphic images, videos, registered company logos, names, and trademarks, or any other material supplied to us for your project in accordance with applicable federal and state laws. Client Organization agrees to indemnify and hold harmless Intenovate™ Inc. and A Paradise Company™ from any claims, losses, or liabilities related to the use of such materials. Client Organization is solely responsible for any damages, legal fees, or settlements arising from their use of copyrighted or trademarked materials.

**XI. LICENSING**

Once the project is published, Intenovate™ Inc. and A Paradise Company™ grant the client organization the license to use the project and its related software and contents for the life of the project. Should Client Organization fail to complete their contractual payments, Client Organization agrees to forfeit any and all previous payments, and the ownership of the





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contracted Brand. Client Organization understands that failure to complete obligatory payments will result in the account being closed and sent to collections.

**XII. NON-DISCLOSURE**

Intenovate™ Inc. and A Paradise Company™ (and any subcontractors we engage) will not at any time divulge any information that is proprietary to Client Organization and will protect such information as confidential; neither will Client Organization at any time divulge any information that is proprietary to Intenovate™ Inc. and A Paradise Company™, and will protect such information as confidential, except as required by law or court order.

**XIII. ADDITIONAL EXPENSES**

Any additional expense will be reimbursed to Intenovate™ Inc. and A Paradise Company™ by Client Organization, within (5) five days of purchase, including but not limited to the purchase of templates, third-party software, stock photographs, fonts, domain name registration, web hosting, event requirements, extensive travel for/to the Client Organization or comparable expenses.

**XII. DISPUTE RESOLUTION**

In the event of any disputes or disagreements arising from this agreement, both parties must make a good-faith effort to resolve such disputes through negotiation and mediation. If mediation fails to result in a resolution, either party must pursue legal action within the courts located with jurisdiction of our Headquarters (Currently Manhattan, New York, New York, USA). To maintain compliance and good-faith effort, we agree to keep updated records of our HQ locations.





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#### **XIV. WEBSITE TERMS OF USE**

By accessing and using our website, you agree to comply with these Website Terms of Use. If you do not agree with any part of these terms, please do not use our website.

- a) **Acceptable Use:** Visitors to our website are expected to use it in a lawful and respectful manner. Any use that may harm, interfere with, or otherwise disrupt the website is strictly prohibited.
- b) **Intellectual Property:** All content on this website, including text, images, graphics, logos, and software, is protected by intellectual property rights. You may not reproduce, modify, distribute, or use any content from this website without A Paradise Company™'s explicit permission.
- c) **Disclaimers:** While we make every effort to provide accurate and up-to-date information, we do not guarantee the completeness or accuracy of the content on our website. The use of any information or materials on this website is at your own risk.
- d) **Limitation of Liability:** A Paradise Company™ is not liable for any direct or indirect damages, losses, or harm arising from the use of our website or the information provided therein.
- e) **Links to Other Websites:** Our website may contain links to third-party websites. We have no control over the content and availability of those websites. The inclusion of any links does not necessarily imply a recommendation or endorsement.

Please read our Privacy Policy for information on how we collect, use, and protect your data. These Website Terms of Use are subject to change without notice, so check back periodically for updates.

#### **XV. ANTI-DISCRIMINATION**

At A Paradise Company™, we are committed to providing a workplace and services that are free from discrimination. Discrimination based on race, color, religion, gender, gender identity, age, national origin, disability, or any other protected characteristic is strictly prohibited.

- a) **Equal Employment Opportunity:** A Paradise Company™ is an equal opportunity employer. We do not discriminate against employees or job applicants on the basis of their protected characteristics.



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- b) **Anti-Discrimination in Services:** We extend our commitment to anti-discrimination to all our services. We do not discriminate against our clients or service recipients based on any protected characteristics.
- c) **Harassment Prevention:** Harassment based on any protected characteristic is also strictly prohibited. This includes unwelcome verbal or physical conduct that creates a hostile or offensive environment.
- d) **Complaint Procedure:** If you believe you have experienced or witnessed discrimination or harassment within our organization or services, please report it to our designated contact [Legal@AParadiseCompany.com](mailto:Legal@AParadiseCompany.com).
- e) **Non-Retaliation:** A Paradise Company™ will not tolerate any form of retaliation against individuals who report discrimination or harassment in good faith.

We are dedicated to fostering a diverse and inclusive environment in which every individual is treated with respect and dignity. A Paradise Company™ will take appropriate action against any individual found to be in violation of this anti-discrimination policy.

## **XVI. ANTI-HARASSMENT**

At A Paradise Company™, we are committed to providing a workplace and services that are free from harassment. Harassment based on race, color, religion, gender, gender identity, age, national origin, disability, or any other protected characteristic is strictly prohibited.

- a) **Harassment Definition:** Harassment includes any unwelcome verbal, non-verbal, or physical conduct that creates an intimidating, hostile, or offensive environment based on an individual's protected characteristics.
- b) **Prohibition of Harassment:** A Paradise Company™ strictly prohibits harassment of employees, clients, or any individuals connected with our organization.
- c) **Complaint Procedure:** If you believe you have experienced or witnessed harassment within our organization or services, please report it to our designated contact [Legal@AParadiseCompany.com](mailto:Legal@AParadiseCompany.com).
- d) **Investigation and Action:** All reports of harassment will be promptly and thoroughly investigated. A Paradise Company™ will take appropriate corrective action to address and prevent harassment.



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- e) **Non-Retaliation:** A Paradise Company™ will not tolerate any form of retaliation against individuals who report harassment in good faith.

We are dedicated to fostering a harassment-free environment where every individual is treated with respect and dignity. A Paradise Company™ is committed to preventing and addressing harassment in all its forms.

## **XVII. SECURITY & INTERNET**

### **a) Data Security:**

A Paradise Company™ is committed to protecting the security of your data. We implement industry-standard measures to safeguard your information. However, it is important to note that no method of data transmission over the internet is completely secure. We do not guarantee the security of your data transmitted to our website.

### **b) Internet Usage:**

A Paradise Company™ employees and clients are expected to use the internet responsibly and within the bounds of applicable laws. This includes refraining from activities such as hacking, unauthorized access, or any other harmful actions.

### **c) Privacy:**

Please refer to our Privacy Policy for information on how we collect, use, and protect your data. A Paradise Company™ respects your privacy and is dedicated to maintaining the confidentiality of your information.

### **d) Third-Party Links:**

Our website may contain links to third-party websites. We have no control over the content and availability of those websites. The inclusion of any links does not necessarily imply a recommendation or endorsement.

## **XVIII. CIVIL COMMUNICATION**

At A Paradise Company™, we are committed to fostering a culture of civil and respectful communication. We expect all employees, clients, and individuals connected with our organization to engage in professional and courteous interactions.



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- a) **Respectful Communication:** We expect all communication, whether verbal or written, to be conducted in a respectful and considerate manner. Insults, offensive language, or discriminatory remarks are strictly prohibited.
  - b) **Conflict Resolution:** We encourage open and honest communication to resolve conflicts or disagreements. We have established procedures for addressing and resolving conflicts in a fair and constructive manner.
  - c) **Non-Retaliation:** A Paradise Company™ will not tolerate any form of retaliation against individuals who express concerns or participate in conflict resolution processes in good faith.
  - d) **Professionalism:** We expect employees and clients to maintain professionalism in all forms of communication, including emails, phone calls, meetings, and interactions on our platforms.
  - e) **Complaint Procedure:** If you encounter any communication that you find disrespectful or inappropriate, please report it to our designated contact [provide contact information].
- We are dedicated to maintaining a positive and civil communication environment where every individual is treated with respect and professionalism.

## **XIX. BREACH OF TERMS**

A Paradise Company™ places great importance on compliance with the terms and conditions outlined in this agreement and our specific contractual agreements with clients. All parties recognize that a breach of these terms, whether in this document or in our specific contracts, may lead to serious consequences. In the event of a breach, A Paradise Company™ reserves the right to:

- a) terminate the contract after a reasonable notice period, as defined in the specific contract, or immediately if the breach warrants such action.
- b) Breach of terms may also result in legal actions, including claims for damages, injunctive relief, or any other appropriate legal remedy available under applicable laws.



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We emphasize that open and honest communication is essential to address concerns and rectify any issues that may arise, and we are committed to resolving breaches in a fair and equitable manner through constructive dialogue.

**XX. DISPUTE RESOLUTION**

In the event of any disputes or disagreements arising from this agreement, both parties must make a good-faith effort to resolve such disputes through negotiation and mediation. If mediation fails to result in a resolution, either party must pursue legal action within the courts located with jurisdiction of our Headquarters (Currently Manhattan, New York, New York, USA). To maintain compliance and good-faith effort, we agree to keep updated records of our HQ locations.

By using our services or engaging with A Paradise Company™, you acknowledge and agree to the terms and conditions outlined in this document. These terms are legally binding and represent the agreement between you and A Paradise Company™. It is essential that you read and understand these terms fully. If you have any questions or require further clarification, please contact us before proceeding. Thank you for your cooperation, and we look forward to a productive and successful Interaction.

These terms are subject to change and should be reviewed periodically.

A Paradise Company™.