

Welcome to PRM Innovations

Terms and Conditions

Thank you for taking the time to review the following Policies, Terms and Conditions listed below for all services provided through PRM Innovations, not limited to Website Design, Writing, Marketing Services, and Business Solutions.

COMPENSATION

Payment in advance is required for all services. The Client Organization agrees to make all “One-time Services” payment in advance either purchasing directly in our website, or by our online gateway at the moment of signing any Agreement, in order to get started with any service. The 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 have been purchased by The Client Organization.

Invoices will be issued and automatic transactions processed up to 14 days leading up to the Renewal Date to prevent any service interruptions.

PRM Innovations reserves the right to assess and collect late-payment charges of 1.5% per month on past due balances. The Client Organization is 100% responsible for any applicable taxes.

If the Client Organization has been approved for inhouse financing via PRM Innovations, Client is responsible for a 3% interest rate that will be included with the service fee. The first payment is a non-refundable retainer. At a minimum, Client agrees that the retainer fee fairly compensates Provider for committing to provide the Services and turning down other potential projects/clients. The fees will be broken down according to the contract.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Provider to render Services due to the fault of the Client or parties related to Client, such as failure of the to occur or failure of one or more essential parties to the to show up in a timely manner, Client shall provide notice to Provider as soon as possible via the Notice provisions detailed in this Agreement. Provider has no obligation to attempt to re-book further Services to fill the void created by Client’s cancellation, rescheduling, no-show or if it becomes impossible for Provider to provide the Services due to the fault of Client (or parties related to Client),

and Provider will not be obligated to refund any monies Client has previously paid towards the Total Cost.

Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to show up for the , or should it become impossible for Provider to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing. For instance, if Provider is able to secure another, unrelated client for , then Provider may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

PRM Innovations reserves the right to cancel any agreement on projects that are abandoned or lay dormant for more than 30 days with or without notice and without refund.

Read Refund Policy below.

Impossibility

Force Majeure. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services. In the event Provider cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.

REFUND POLICY

A 100% refund will be made only in the event of a cancellation within 5 business hours of signing the initial contract. All sales are final. A project may be split into monthly payments as a courtesy to the client. Once a payment or deposit is made, *it is non-refundable*.

All digital marketing packages including SEO and Social Media are not refundable, but the client may cancel with a notice written 30 days in advance. Read Cancellation Policy above. We do not offer any refund for services already delivered, started, or any other miscellaneous charges which are non-recoverable for PRM Innovations. 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 Search Engine Optimization (SEO), Pay-Per-Click (PPC), Social Media Marketing (SMM), Email Marketing, or any other third-party 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, resources, and incur internal expenses. Therefore once a payment or deposit is made, it is non-refundable. Payment for hosting is non-refundable.

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 (3) business days of signing the contract, then you are still entitled to pay us and will not be able to be refunded for any previous payments.

All billing cycles for agreed services will continue until The Client Organization sends a cancellation notice in writing. Read Cancellation Policy above.

Exclusivity

Exclusivity. Client understands and agrees that he or she has hired Provider exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Provider hires to complete the Services outlined in

your Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

Intellectual Property

Copyright Ownership. In the event that any copyrighted work(s) are created as a result of the Services provided by Provider in accordance with your Agreement, Provider owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling your Agreement, are expressly and solely owned by Provider and may be used in the reasonable course of Provider business. Should Client default on contractual payment, full copyright, trademarks, and ownership remains with Provider.

Permitted Uses of Product(s). Provider grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides Provider with attribution each time Client uses Provider's property. Personal use includes, but is not limited to, use within the following contexts:

1. In photos on Client's personal social media pages or profiles; or
2. In personal creations, such as a scrapbook or personal gift; or
3. In personal communications, such as a family newsletter or email or holiday card.

Artistic Release

Style. Client has spent a satisfactory amount of time reviewing Provider's work and has a reasonable expectation that Provider will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Consistency. Provider will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Provider current portfolio and Provider will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every client and business is different, with different tastes, budgets, and needs;

2. Provider services are often a subjective art and Provider has a unique vision, with an ever-evolving style and technique;
3. Provider will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Provider will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Provider shall have final say regarding the aesthetic judgment and artistic quality of the Services;
5. Dissatisfaction with Provider's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

REVISIONS ENTITLEMENT

- The Client is entitled to 3 revisions of the work conducted by the Provider. Any revisions exceeding this amount will be chargeable at a rate of \$150 usd per revision.

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. PRM Innovations can supply to the client's organization account credentials for domain name registration and/or web hosting once the account is paid up to date. Please read Additional Expenses for more information.

PROJECT DELAYS, CLIENT LIABILITY, AND APPROVALS

Any time frames or estimates that we give are contingent upon your full cooperation and complete and final content in photography 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.

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 7 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.

WARRANTY BY YOU AS TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

The 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.

PRM Innovations 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.

NON-DISCLOSURE

PRM Innovations (and any subcontractors we engage) will not at any time divulge any information that is proprietary to the client organization and will protect such information as confidential; neither will The Client Organization any time divulge any information that is proprietary to the PRM Innovations and will protect such information as confidential

ADDITIONAL EXPENSES

Any additional expense will be reimbursed to PRM Innovations by The Client Organization including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name registration, web hosting, event requirements or comparable expenses.

- The Client is required to pre-approve all the expenses/all expenses over \$50usd.

Appropriate Conduct/ Safe Working Environment:

Project:

The Client(s) expressly agree(s) to take best efforts to provide [Provider] and Provider's staff with safe and appropriate working conditions (if applicable). In the event of circumstances deemed by either [Provider] or a bystander to present a threat or implied threat of injury or harm to [Provider] staff or equipment, the [Provider] reserves the right to cancel all services remaining under this Agreement and

leave the event. At the [Provider]'s discretion, the [Provider] may enact a three-strike policy. After the first offense, the [Provider] will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), [Provider] shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the event. If the behavior occurs a third time, the [Provider] will immediately leave the event. If the [Provider] leaves the event/project early due to any offending behavior, the Client(s) expressly agree to relieve and hold [Provider] harmless as a result of incomplete event coverage, or for a lapse in the quality of the [Provider's] work, and the Client(s) shall be responsible for payment in full.

Non Project:

The Client(s) expressly agree(s) to take best efforts to provide [Provider] and Provider's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to [Provider] staff, [Provider] will make reasonable efforts to notify the Client(s). If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time, [Provider] shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client(s) will agree to relieve and hold [Provider] harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the [Provider's] work. The Client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether [Provider] resumes work detailed in this Agreement

DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with these policies and/or your Agreement shall be submitted to Mediation and necessary recourses. (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of, New York. Client shall be responsible for collections costs and damages should Client breach these policies and/or contractual agreement.

By booking any of PRM Innovations services, you automatically agree, fully, to these terms and conditions in addition to your contractual obligations.