



# *Terms and Conditions*

## Acceptance, Payment Obligations, Renewals and Cancellations

1. **Acceptance:** It is not necessary for any client to have signed an acceptance of these terms and conditions in order for them to apply. Payment of an advance fee or payment online is an acceptance of our Terms and Conditions. These Terms and Conditions are always available on our website [www.rainmandigital.com](http://www.rainmandigital.com) for review.
2. **Website Development Payment Obligations:** A 50% down payment is required to begin website development, unless special arrangements between salesperson and client apply. The remaining balance of the project will be paid off in installments, unless special arrangements between salesperson and client apply. There are no refunds once client has given form of payment. By giving Rainman Creative, LLC form of payment, client consents authorization to debit bank account or credit card account for digital marketing services and is responsible for full payment.
3. **Fees:** The fees for the Services and any additional products or services provided hereunder shall be specified in the Design & Development Agreement or Order Form (the "Fees"). Unless otherwise specified in the Order Form, the Fees will be charged on a monthly basis and shall be due in the month following the month such Fees were incurred. Any additional charges, including set-up, implementation, and other one-time Fees, shall be due on the date that Customer signs the Order Form. All Fees due under this Agreement and in the Order Form are in United States Dollar.

Company reserves the right to modify the Fees at any time upon notice (provided that prior notice will not be required if pricing increases are due to domestic rate changes or other events beyond Company's control), and such changes or modifications may be provided by an email message to Customer, or in such other form of communication as may be designated by Company from time to time.

Customer agrees to provide Company with a valid credit card number or checking account number, unless otherwise designated in the relevant Order Form, to which Company will automatically charge all Fees as they become due. Customer is solely responsible for keeping Customer's contact and payment information current. Customer hereby authorizes Company to continue billing the payment method on file, unless and until Customer cancels its subscription to the Services.

If payment by Customer's credit card or other payment method is denied, or Customer

otherwise fails to make any payments owing to Company, Company may, at its sole discretion, suspend or terminate Customer's access to the Services and/or terminate this Agreement. Interest charges of 1% per month (or the highest rate permitted by law if lower than 1% per month) calculated daily and compounded monthly will apply to any unpaid balance which is more than thirty (30) days overdue. Customer shall reimburse Company for all reasonable costs incurred by Company in collecting any late payments or interest, including attorney's fees, court costs, and collection agency fees.

Company reserves the right to impose a reconnection fee in the event Customer requests to resume access to the Services after a previous termination of access.

**ALL FEES ASSOCIATED WITH THE SERVICES ARE NON-REFUNDABLE.**

4. **License Grant and Restrictions:** The license granted under this Agreement does not permit Customer to store, copy, reproduce, republish, modify, upload, post, translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise distribute in any way the Services other than as specifically permitted in this Agreement Except as expressly permitted in this Agreement. Except as expressly permitted in this Agreement, Customer is prohibited from (a) selling, assigning, sublicensing, granting a security interest in, or otherwise attempting to transfer any right in the Services; (b) creating derivative works based on; (c) commercially exploiting the Services in any manner, in whole or in part; and (d) reverse engineering the Services in order to (i) build a competing product or service, (ii) build a product using similar ideas, features, functions or graphics as the Services, or (iii) copy any ideas, features, functions, or graphics of the Services. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services. All rights not expressly granted to Customer hereunder are reserved by Company.
5. **Third-Party Services and Websites:** The Services may include third-party software, services, and websites (collectively, "Third-Party Sites and Services"), which may require Customer to enter into separate subscription or licensing agreements with certain third-party providers. Customer acknowledges and agrees, upon request, to execute and comply with any agreements that may be required for the use of such Third-Party Sites and Services.

The Services may require Customer to provide access to or login information for Third-Party Sites and Services. By providing access to and/or login information for Third-Party Sites and Services, Customer acknowledges and agrees that Customer (a) has read all licenses and written agreements governing such access and/or login information; and (b) has all the necessary contractual and legal rights to provide such access and/or login information. Third-Party Sites and Services may be subject to the applicable third-party provider's terms of service and other policies, and Customer is solely responsible for reviewing and complying with any such terms of service and/or policies.

Company will not be responsible for any loss or damage incurred as a result of Customer's use of Third-Party Sites and Services, regardless of whether Customer was directed by

Company to such third-party software and services. References made by Company to Third-Party Sites and Services shall not be construed as Company's approval or endorsement of such Third-Party Sites and Service.

6. **Confidentiality:** Unless expressly authorized in writing by the other party, neither party shall disclose to any third party any Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. "Confidential Information" means any non-public information and/or materials provided by a party under this Agreement to the other party and reasonably understood to be confidential.
7. **Copyright:** The client retains the copyright to data, files and graphic logos provided by the client, and grants Rainman Digital the rights to publish and use such material. The client must obtain permission and rights to use any information or files that are copyrighted by a third party. If client leaves Rainman Digital, Rainman retains rights to all data, files and graphic logos provided by Rainman Digital.
8. **Domain Purchases/Renewals:** Rainman Digital may purchase domain names on behalf of the client, in which case they will be renewed on an annual basis and the client will be invoiced by Rainman Creative, LLC.
9. **Web Browsers:** Rainman Digital makes every effort to ensure websites designed are designed to be viewed by the majority of visitors. Client agrees that Rainman Digital cannot guarantee correct functionality with all browser software across different operating systems.
10. **Additional Terms for Specific Services**

**Trial Services:** If Customer registers for a trial use of the Services (a "Trial Period"), Customer must decide to purchase the Services within the Trial Period in order to retain any content that Customer has posted or uploaded during the Trial Period. If Customer does not purchase the Services by the end of the Trial Period, any applicable content will no longer be available and Customer cannot access or retrieve any of the data added or created during the Trial Period.

**Print Product:** Customer acknowledges and agrees: (a) that Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and right to the use any content submitted in connection with the Print Product; and (b) in the event that Customer submitted incorrect content, Customer shall pay any associated correction fees.
11. **Website cancellation/Termination:** Termination of services by the client must be requested in a written notice 30 days prior to bill date. Cancellation notices may be emailed to [billing@rainman.com](mailto:billing@rainman.com). If Customer cancels, there are 30 days to request data. After 30 days, we will no longer keep clients data backed up.

Written or Verbal Contract will automatically renew at the end of each term for a further term unless customer provides written notice of termination at least 30 days prior to the end of the relevant term.

12. **Hosted Websites:** If the Services include domain registration, Customer agrees to the terms of Company's Domain Name Service Agreement, which is hereby incorporated by this reference.

Customer acknowledges and agrees that Company has the right to place disclaimers, the Company name, logo, and hyperlink in the footer of the Hosted Site. Customer further acknowledges and agrees to grant Company with access to Customer's domain registrar in order for Company to update Domain Name System records. Customer's failure to provide such access may prevent or delay Customer's website from becoming operational. Company will not be responsible for any loss or damage incurred as a result of Customer's failure to provide such access.

13. **Privacy Policy:** Use of the Services is subject to our Privacy Policy, as updated from time to time. By using the Services, Customer agrees to the terms of our Privacy Policy, which is hereby incorporated by this reference.