



Terms and Conditions

Acceptance, Payment Obligations, Renewals and Cancellations

1. **Acceptance:** It is not necessary for any customer 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 for review.
2. **Website Development Payment Obligations:** A 50% down payment is required to begin website development unless special arrangements between salesperson and customer are applicable. The remaining balance of the project will be paid off in installments unless special arrangements between salespeople and customers apply.
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 the 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. The customer is solely responsible for keeping the Customer's contact and payment information current. The customer hereby authorizes the Company to continue billing the payment method on file, unless and until the 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. The 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.

The 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 Customers to enter into separate subscription or licensing agreements with certain third-party providers. The 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. ThirdParty Sites and Services may be subject to the applicable third-party provider's terms of service and other policies, and the Customer is solely responsible for reviewing and complying with any such terms of service and/or policies.

The 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 ThirdParty 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 customer retains the copyright to data, files, and graphic logos provided by the customer, and grants Rainman Digital the rights to publish and use such material. The customer must obtain permission and rights to use any information or files that are copyrighted by a third party. If the customer 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 customer, in which case they will be renewed on an annual basis and the customer 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. The customer 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"), the Customer must decide to purchase the Services within the Trial Period in order to retain any content that the Customer has posted or uploaded during the Trial Period. If the Customer does not purchase the Services by the end of the Trial Period, any applicable content will no longer be available, and the 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 customer be requested in a written notice 30 days prior to the bill date. There are no refunds once the customer has given a form of payment. By giving Rainman Creative, LLC form of payment, the customer consents authorization to debit bank account or credit card account for digital marketing services and is responsible for full payment. Cancellation notices may be emailed to billing@rainman.com.

If the Customer cancels there are 30 days to request content. After 30 days, we will no longer keep customer content backed up.

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

The customer acknowledges and agrees that the Company has the right to place disclaimers, the Company name, logo, and hyperlink in the footer of the Hosted Site. The 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. The customer's failure to provide such access may prevent or delay the Customer's website from becoming operational. The company will not be responsible for any loss or damage incurred as a result of the 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.