

## Terms of Service

This document contains Hunter Connect, LLC's (the "company", "us", "we", or "our") Terms of Service (the "terms"). We expect our clients (the "client," "user," "you," or "your") to carefully read and understand this document. All services provided by Hunter Connect, including but not limited to, web design, logo design, graphic design, hosting, and SEO, are subject to these Terms of Service. By doing business with our company, you agree to be bound by these terms.

### 1. Contacting Us

Business hours are Monday through Thursday, from 9AM to 4PM PST. Email is the best way to get in touch with us! In order to maximize our time, we ask that you refrain from calling our office (please email us instead).

General inquiries:	<a href="mailto:info@hunterconnect.com">info@hunterconnect.com</a>
Existing clients:	<a href="mailto:support@hunterconnect.com">support@hunterconnect.com</a>
Sales information:	1 (888) 707-5717

### 2. Deposits

We require a 50% minimum deposit upfront in order to schedule and begin work on a project, the remaining balance will be due immediately upon completion of your project.

### 3. Subscriptions

We offer hosting and other services on a subscription basis, which must be paid in advance. If you choose to pay for these services using a credit card or debit card, you are authorizing us to charge your card to pay for any charges that may apply to your account now and in the future. Our services renew automatically unless and until they are canceled, and must be paid by the due date shown on the invoice. Prices are subject to change without prior notice.

### 4. Late Payments

Payment for a subscription or service is considered late when it is received after the invoice due date. Late payments must be received within ten (10) days of the invoice due date, to avoid collection efforts and termination of service. At our sole discretion, we may choose to suspend your services anytime after the invoice due date, even within the ten (10) day grace period, if we believe that you do not intend to pay for your services, or have taken steps to delay payment. Invoices pertaining to web design, logo design, and other one-time work, must be paid when the work is completed.

### 5. Cancellations

Clients are welcome to cancel their services at anytime, but no refunds will be issued for any reason. Subscriptions must be canceled prior to their renewal date or you will be charged for another term. Any requests to cancel, upgrade, or downgrade service must be sent in writing to: [info@hunterconnect.com](mailto:info@hunterconnect.com).

### 6. No Refund Policy

All payments are non-refundable upon receipt. No exceptions will be made.

### 7. Historical Invoices

You agree that you will not dispute, or inquire about, any invoice or charge, after ninety (90) days. We will not be able to investigate historical invoices, historical charges, or provide information regarding any invoice, paid or not, that is older than ninety (90) days. Any inquiries regarding web design work, and all other work, must be submitted within ninety (90) days.

### 8. Chargebacks

Clients who issue a chargeback will be subjected to a \$500.00 USD 'chargeback fee' per incident.

### 9. Bad Checks

We charge a \$70.00 USD 'bad check fee' for each bad check that we receive.

### 10. Project Changes

When we complete your project you will be notified and have the opportunity to review it. Changes for any work that is unsatisfactory must be submitted to us in writing within seven (7) days of such notification. If you do not provide any changes within the seven (7) day review period we will consider your project to have been approved. Any outstanding balance for the work will become due at that point. If we consider the changes provided to us to be unreasonable, we can elect to treat your project as

finished and take measures to recover payment for the completed work. We may also elect to charge an hourly rate to carry out any changes that we feel are excessive, redundant, or contradict previously submitted changes. Multiple changes to the same element, graphic, or the same web page, may be considered excessive and be billed separately at the end of the project.

### **11. Project Timeliness**

We understand the importance of completing projects in a timely manner, and do our best to meet every deadline. All content must be submitted to us within fourteen (14) days of the project start date so that we may be able to meet your deadline. We will not be able to meet your deadline if we are not provided with content and instructions on time. Revisions as well as late content may cause a deadline deferral or delay. If we are unable to complete your project within thirty (30) days following your deadline, and you have turned in all content, images and information requested by us, we will apply a 10% discount to the project invoice. No refunds will be issued for any reason.

### **12. Non-Communication**

You acknowledge that if we are unable to communicate with you for a period of at least thirty (30) days during a project, your project will be considered finished. We will not be able to provide a refund or reschedule your project.

### **13. Design Credit**

Websites that are designed by us feature a "Web Design by Hunter Connect" or similar link on every page. These links may not be removed without our written consent.

### **14. Copyright Transfer**

Upon delivering your project, we transfer all rights and ownership of our work to you. Note that third-party graphics and software may remain under copyright of their respective owners.

### **15. SEO Services**

SEO (Search Engine Optimization) services are offered as an add-on subscription, which may be purchased alongside any of our hosting plans. Rankings may fluctuate; search engines are solely responsible for their decision to include, or not to include, any website in their result pages. We cannot guarantee search engine rankings, website traffic, or inquiries from your website. Any fees paid to us for SEO are final and non-refundable.

### **16. Website Maintenance**

Hosting plans may include 30MIN/month of support time, which you can use to update existing content, and troubleshoot your website. These minutes do not accumulate; each calendar month, you will have 30MIN available and may be billed for additional work. All support requests must be sent to: [support@hunterconnect.com](mailto:support@hunterconnect.com). Please note that any request to add or remove pages from your website will be billed separately. Likewise, any request that requires us to make changes to your website's template, or in any way modifies the layout or design of your website will be billed separately. We will always bill you for any request that requires us to write or update code on your website (e.g., PHP, HTML, CSS, JavaScript). At our sole discretion, we reserve the right to bill you for any request that is deemed to be excessive, or outside the scope of our limited maintenance service.

### **17. Inaccurate Content**

You must evaluate, and bear the risk associated with, the accuracy, completeness, or usefulness of any content on your website. We will not be liable for the accuracy of any content placed on your website.

### **18. Security**

You must take reasonable steps to protect the security of your account and our servers. We reserve the right to terminate your services in the event that we believe your account may have been compromised.

### **19. Data Loss**

We will take all reasonable steps to safeguard our servers and the data contained therein. However, we will not be responsible for any loss of data stored or intended to be stored on our servers. You will not be entitled to any form of compensation from us in the event of such loss. You as the client are solely responsible for your own backups.

### **20. Downtime**

You acknowledge that from time to time, services may be inaccessible or inoperable for various reasons, including: periodic maintenance, malfunctions, and causes beyond our control.

### **21. No Spam Policy**

We have a strict no spam policy; clients who engage in spamming are subject to having their services terminated.

## **22. Switching Hosts**

We will not assist in the download or transfer of any files stored on our servers. Upon request, you will be provided with an FTP login to your website, so that you may download your website and all files. Any files stored on our servers, including files pertaining to your website, may be deleted when we receive your request to cancel or stop service. It is your responsibility to download and save all of your files, email messages, and any other data stored on our servers prior to cancelling your service. We will not assist in configuring or transferring your domain name, or be able to provide registrar login information. It is your responsibility to transfer and configure your own domain name when you cancel your service.

## **23. Unreasonable Contact**

By doing business with our company, you agree to limit the number of phone calls made to us, and keep email correspondence to a reasonable level. Where we consider continued correspondence, or phone calls, to be excessive or repetitive in nature, we may restrict contact to written correspondence only, refuse to respond to inquiries, or cease all forms of communication with you.

## **24. Unreasonable Behavior**

By doing business with our company, you agree to always be courteous and respectful of our staff, as well as our time. Any aggression, disrespect, threats, or abuse directed towards our staff will not be tolerated, and may result in our refusal to respond to your inquiries, the termination of your service, as well as a referral to law enforcement.

## **25. Service Termination**

We reserve the right to cancel and terminate your account and services for any of the following reasons: misuse of service, spamming, billing issues, inappropriate website content, use of account to disrupt service, and in the event that we no longer offer our services. We may also terminate your account if we believe your behavior towards our employees or other clients is offensive, abusive, violent, threatening or disruptive in any way.

## **26. Disclaimer**

Our services are provided "as is", and without warranty of any kind. In no event shall we be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of our website, services, and/or goods provided to the client. This includes, without limitation, loss of profit, data loss, delays, business interruption, and any and all service disruptions caused by our company and employees. Clients are entirely responsible for the quality and performance of their website, email account, and other services provided. We make no promises of any kind, expressed or implied for services we provide, and disclaim any warranty or merchantability or fitness for a particular purpose.

## **27. Indemnification**

You agree to protect, defend, indemnify and hold us harmless from and against any and all claims, causes of action, liabilities, judgments, penalties, losses, costs, damages and expenses (including attorneys' fees and all related costs and expenses of litigation at arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted) suffered or incurred by us, including, without limitation, any claim for personal injury or property damage, arising from: (i) these terms; (ii) the services provided to you by us; (iii) your use of the services including without limitation any copyright infringement claims that could arise from storing your files on our web server; (iv) the failure of our company to provide any services on time or as expected; (v) loss, damage, by any cause whatsoever whether or not attributable to our negligence or intentional act; (vi) any violation by you of any federal, state or local laws, statutes, rules or regulations; and (vii) for the consequences of any attempts of third parties to serve you with legal process through the services or our facility. For purposes of these terms, the indemnified parties shall include Hunter Connect, LLC and its owners, affiliates, subsidiaries, parents, shareholders, members, successors, assigns, representatives, franchisees, officers, directors, agents, attorneys and employees.

## **28. Agreement**

Please note that by accepting a proposal, submitting a payment to us, or agreeing to do business with us verbally or otherwise you are agreeing to our terms of service. We reserve the right to revise this document at any time without notice.

## **29. No Waiver**

Hunter Connect's failure to enforce the strict performance of any provision of this agreement will not constitute a waiver of the company's right to subsequently enforce such provision or any other provisions under this agreement.

## **30. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the state of Oregon. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.