

# TERMS & CONDITIONS

H2EG Solutions | *Effective Date: May 9, 2024*

## 1. Summary

By submitting a payment to H2EG Solutions, you confirm that you have read, understood, and agreed to adhere to the current Terms & Conditions, which are effective from the date of your transaction until superseded by an updated version. Each financial transaction will be accompanied by a detailed invoice that specifies the services purchased and includes a copy of these Terms & Conditions as an attachment. Upon mutual agreement, an independent contractor agreement may also be initiated. Please be aware that our prices, services offered, promotional discounts, and legal terms (including privacy policies and end-user license agreements) are subject to change without prior notice.

## 2. Payments

- Preferred Payment Methods: H2EG Solutions encourages payments through our secure and convenient online payment gateway, which primarily includes Intuit Quickbooks. This method ensures swift and secure processing of transactions.
- Alternative Payment Methods: We also accept payments via cash, credit/debit cards POS, Zelle, Venmo, and Certified Checks.
- Service Additions: When selecting services through our online portal, you will have the opportunity to adjust quantities and provide payment details either to continue shopping or to proceed to checkout.

- Sales Tax: Please note that a sales tax of 8.25% will be added to the total cost of your purchases, in accordance with local tax regulations.
- Additional Fees: H2EG Solutions is not responsible for any fees that may be incurred by customers from their banks or financial institutions as a result of transferring funds or other payment methods used. Additionally, a fee of \$25 will be charged for any payments returned due to insufficient funds or other related issues.

### **3. Refund Policy**

All payments made to H2EG Solutions for services rendered are considered final and are non-refundable. However, initial deposits are refundable under the condition that H2EG Solutions fails to render services within the agreed-upon timeframe due to our inability to deliver as promised. In circumstances beyond our control that may affect our ability to deliver services, such as natural disasters or other significant disruptions, we will notify clients promptly. In such events, we are committed to negotiating solutions that may include extending deadlines, rescheduling services, assigning alternative personnel, or, where appropriate, refunding deposits.

### **4. Vouchers**

H2EG Solutions offers our clients the opportunity to purchase vouchers for services through our H2EG Solutions Market storefront. These vouchers enable clients to secure services at current rates and redeem them at a later date, thereby capitalizing on current pricing ahead of rate changes.

- **Payment and Terms:** Vouchers require upfront payment in full, inclusive of sales tax, and are governed by the terms and conditions in force at the time of purchase.

- **Redemption:** Vouchers must be redeemed for services within 60-90 days (as listed on voucher) from the purchase date, after which they expire and cannot be used. Voucher validation period may be extended 30 days for a nominal fee determined by H2EG Solutions. Please note that expired vouchers will not be accepted unless under special provisions agreed by H2EG Solutions.
- **Non-refundable and Non-transferable:** Vouchers are non-refundable and non-transferable. They cannot be exchanged for cash or used in conjunction with other offers or discounts.

## 5. Web Design Services

**Access and Permissions:** Clients are required to provide H2EG Solutions with access credentials to their existing or future domain registration and hosting accounts. This access should include any necessary permissions to manage and deploy web design projects effectively.

**Proposal and Project Scope:** Each web design project will commence with H2EG Solutions providing a detailed proposal to the client. This proposal will outline the general scope of the project, the services to be delivered, timelines, and a detailed estimate of costs involved. The proposal must be approved by the client before any work begins.

**Additional Services:** Should additional work be required outside the scope of the initial proposal (e.g., consulting, graphic design, advanced SEO services), such work will be quoted separately, and an invoice will be provided.

**Client Responsibilities:** The client is responsible for providing a project manager or point of contact to oversee the successful delivery of content needed to complete the web design and perform as an intermediary or decision

maker in correspondence. The client is responsible for supplying all content for the website, including text, images, and other media, unless otherwise negotiated. The client guarantees that all materials provided are either owned by them or they have the rights to use them.

**Project Completion and Launch:** H2EG Solutions will strive to complete web projects by the agreed-upon completion date in the phase timeline. However, delays may occur due to unforeseen circumstances or delays in receiving materials or feedback from the client. The client is urged to produce needed materials in a timely manner in order to adhere to the phase timeline.

**Maintenance and Updates:** Post-launch maintenance or updates requested by the client will be considered as new projects and will be subject to additional fees.

**Browser Compatibility:** H2EG Solutions ensures that all web designs are compatible with current versions of major web browsers at the time of project completion. Any issues arising from updated or new versions of browsers post-completion will be addressed under a new agreement.

## **6. Marketing Solutions**

**Access to Accounts:** For effective delivery of marketing solutions, clients must provide H2EG Solutions with access to their social media accounts, marketing platforms, and any other related digital assets as needed.

**Marketing Proposals:** Detailed marketing proposals outlining the strategy, scope, deliverables, and estimated costs will be provided for client approval. Any additional services required beyond the initial agreement will be quoted and approved separately.

**Client Content:** Clients are expected to provide all promotional content, including text, graphics, and media, for marketing campaigns unless agreed otherwise. H2EG Solutions can assist in content creation at an additional cost.

**Campaign Management and Reporting:** H2EG Solutions will manage the marketing campaigns from inception to conclusion, providing regular updates and performance reports to the client.

## 7. Consulting & Auditing Solutions

**Non-Disclosure Agreement (NDA):** Prior to commencement, an NDA may be signed by both parties to protect confidential and proprietary information exchanged during consultations.

**Initial Evaluation:** An initial evaluation may be conducted to determine the client's needs and objectives. This evaluation helps in crafting a tailored consultation plan.

**Consulting Fees:** Consulting services are billed on an hourly basis, with a minimum commitment of one hour. Fees for consultation will be specified in the consulting agreement.

**Deliverables and Documentation:** H2EG Solutions may provide summaries or reports of findings, recommendations, and other relevant documentation at the conclusion of the consulting or auditing services.

## 8. Graphic Design Services

**Design Proposals:** Depending on the complexity of projects, clients may receive a proposal outlining the scope of the graphic design services, estimated

time, and costs. This includes details on revisions, file formats, and delivery timelines.

**Ownership and Rights:** Upon full payment, clients own the final designs for use in all media. However, H2EG Solutions retains the right to use completed designs for promotional purposes.

**Revisions and Adjustments:** The proposal will specify the number of included revisions. Additional revisions beyond what is agreed upon will incur extra charges at H2EG Solutions' hourly rate.

## 9. Logo Design

**Design Process:** Clients will be presented with up to three initial concepts for their logo, based on the brief provided. Clients can select one concept for further development.

**Revisions:** The service includes up to three rounds of revisions on the chosen logo concept. Additional revisions will be billed separately.

**Final Deliverables:** The final logo will be delivered in multiple digital formats suitable for various uses.

## 10. Photography | Videography

**Project Scope and Quotation:** Each project will begin with a detailed quote outlining the scope, schedule, and costs. Clients must approve this quote before any work commences.

**Rights and Ownership:** Clients will own the final photographs and videos after full payment. However, H2EG Solutions reserves the right to use any footage or photographs for its promotional activities unless otherwise agreed.

**Delays and Cancellations:** Delays due to unforeseen circumstances will be communicated promptly. Cancellations by the client may incur fees, depending on the timing and resources already committed.

## **General Warranties and Provisions**

### **11. Warranties**

- **Service Guarantee:** H2EG Solutions warrants that all services will be provided in a professional and workmanlike manner within the industry standards. We commit to using qualified personnel for all services provided.
- **No Unlawful or Prohibited Use:** The client agrees not to use the services provided for any purpose that is unlawful or prohibited by these terms, conditions, and notices. The client must not attempt to gain unauthorized access to any service, other accounts, computer systems or networks connected to any H2EG Solutions server or to any of the services, through hacking, password mining or any other means.

### **12. Limitation of Liability**

H2EG Solutions shall not be liable for any damages whatsoever arising out of or related to the use of or inability to use the services, including but not limited to direct, indirect, incidental, punitive, and consequential damages. This limitation

applies even if H2EG Solutions has been advised of the possibility of such damages. The total liability of H2EG Solutions under this agreement shall not exceed the total amount paid by the client for the services rendered under this agreement.

### **13. Indemnification**

The client agrees to indemnify, defend, and hold harmless H2EG Solutions, its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the service from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of this agreement (including negligent or wrongful conduct) by the client or any other person accessing the service.

### **14. Termination of Services**

- By Client: The client may terminate the services at any time with written notice to H2EG Solutions. If services are terminated, the client will be obligated to pay for any services rendered up to the date of termination.
- By H2EG Solutions: H2EG Solutions reserves the right to terminate the provision of services to the client for any breach of these terms and conditions, with notice, and the client will be liable for any balances due up to the date of termination.

### **15. Modifications to Terms**

H2EG Solutions reserves the right to change the terms, conditions, and notices under which the services are offered. The most current version of the Terms & Conditions will supersede all previous versions. Clients are encouraged to periodically review the Terms & Conditions to stay informed of our updates.



## **16. Governing Law**

This agreement is governed by the laws of the state in which H2EG Solutions is headquartered, without regard to its conflict of law provisions. Any legal actions or proceedings relating to this agreement shall be exclusively brought in the federal or state courts located in the state of headquarters and both parties consent to venue and personal jurisdiction there.

## **17. Severability**

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

## **18. Entire Agreement**

This agreement constitutes the entire agreement between the client and H2EG Solutions with respect to the services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the client and H2EG Solutions with respect to the services.