

# H2EG SOLUTIONS MARKET

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H2 ENTERTAINMENT GROUP, LLC

## TERMS & CONDITIONS

*Updated August 23, 2016*

### SUMMARY

Submitting a payment means that you have read, understood, and agreed to the current Terms & Conditions, valid from the date of purchase until the date of its successor, if applicable. Each transaction will include an invoice covering the details of your purchased services and a Terms & Conditions document as an attachment. An independent contractor agreement may be requested at the discretion of either party. Prices, services, promotional discounts, privacy policies, EULAs and terms & conditions may be subject to change.

### PAYMENTS

**Methods of Payment:** Our preferred method of payment is through our secure & convenient online payment processor, PayPal. Other options include Cash, credit/debit card point of sale, Money Order, Bank Transfers, Venmo, & Certified Check. When adding services to your cart, you will have the option to select quantity and/or enter payment information. After which you can continue shopping or proceed to checkout. Please be aware that a 8.25% sales tax will be added to your total. H2 Entertainment Group is not liable for any customer-end fees associated with bank transfers, money order purchases, cashier's checks or other fees you may incur from submitting a payment. There is a \$25 fee for returned checks.

### REFUND POLICY

All payments for fully executed services are final. Initial deposits are non-refundable, unless the services can no longer be rendered within the agreed upon time/deadline due to failure to deliver on our behalf. There are circumstances and events beyond our control that can affect our ability to deliver services. In the event services are delayed or discontinued due to these circumstances, the customer will be notified of these events in a timely manner, and customer/client agrees that a contingency of extending the deadline, rescheduling meetings, providing alternative personnel/staff, or refunding deposits will be a satisfactory resolution.

### VOUCHERS

H2 Entertainment Group offers our clients the ability to purchase a voucher for services on our H2EG Solutions Market storefront. Purchasing vouchers allows our clients to buy a service at the current rate, with the option to

redeem the purchased service at a later date. This gives our clients the advantage of staying ahead of trending services, purchasing them at a discounted rate for future use. Vouchers for services require a 100% payment and will include sales tax. Vouchers are subject to Terms & Conditions of the services purchased, at the time of purchase. If additional services are required, additional fees will be quoted at current market fees and hourly rates.

When a client chooses to purchase vouchers, a time stamp will be placed on the voucher and delivered to them in pdf format, along with terms & conditions, via email. The client then has 90 days from to date of purchase to redeem the services listed on the vouchers. **VOUCHERS EXPIRE 90 DAYS FROM THE DATE OF PURCHASE. EXPIRED WILL NOT BE ACCEPTED UNLESS UNDER SPECIAL PROVISIONS. VOUCHERS ARE NON REFUNDABLE, NON TRANSFERRABLE,** and may not be used in conjunction with any other discount.

## **WEB DESIGN SERVICES**

**Permissions:** The client agrees to give access (usernames, passwords, and any other required permissions) to existing or future domain registration, hosting accounts, and affiliated service-providers as needed to accomplish the goals set forth in the written proposal. The client also authorizes H2EG to publicize their completed Web site to Web search engines, as well as other Web directories and indexes, if this is included in the scope of the project.

**Proposal:** For any website project, a proposal shall be provided to the client which outlines the general scope of the web design project. Additionally, the proposal shall include an estimate of the costs involved to complete the project. Additional work required to the project will incur additional costs (photography, graphic design, etc). All prices specified in this contract will be honored for three (3) months after both parties agree to this contract. Continued services after that time will require a new agreement.

**Client Provisions:** Client will provide all text to be used in web pages, unless otherwise negotiated. Client agrees to provide copy and any other submissions in a timely manner.

**Stock Photography:** H2EG may utilize stock photos that are produced by our company and/or licensed via 3rd parties during the web design process. Any photos acquired by H2EG for inclusion in the client's website remains the property of H2EG or 3rd party license holder, and may be used in multiple, separate projects. Should the client require full ownership of the provided photography, these terms must be disclosed in writing were applicable, and an additional fee for licenses will be added to project total.

**Web Browsers:** H2EG will verify the design and functionality of all websites on the following internet browsers: Current versions of Internet Explorer, Firefox, and Safari. Should an update or up-version of any of these browsers results in the corruption of the website in part or in whole, the client understands that any revisions or corrections will be made at the client's expense, billed at H2EG's current fee/hourly rate.

**Mobile Compatibility:** Client understands that a mobile compatible version of proposed website designs may result in the omission /removal of some website design elements. This is done to ensure that mobile versions of our clients' websites are optimized for mobile compatibility across multiple mobile platforms.

**Completion Date:** H2EG agrees to complete website projects within a timeframe agreed upon with the client.

**Delays:** Illness, injury, or other events beyond H2EG's control, such as: fire, theft, computer failure, and Acts of God may result in a delay of unpredictable length.

**Payment:** A 50% deposit is required before any work begins, and the remaining payment is due when final website design is approved, but prior to its domain name connection, SEO, and launch. The client understands that the final website design belongs to H2EG until all invoices are paid in full. In the event of termination of this Agreement, H2EG owns the website design and has the right to complete, exhibit, and/or sell the website design (not including business name, contact, copy, or content). Once the final invoice is paid in full, the client has the right to use images of the website design in all media useful for business promotion and that H2EG reserves the right to display the website for business promotional use.

**Delinquency:** H2EG reserves the right to remove web pages from viewing on the Internet until final payment is made. If case collection proves necessary, the client agrees to pay all fees incurred in that process.

**Performance Liability:** H2EG does not warrant that the functions supplied by web pages, consultation or advice, will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will H2EG be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if H2EG has been advised of the possibility of such damages.

**Copyrights and Trademarks:** The client represents to H2EG and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other intellectual properties furnished to H2EG for inclusion in web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend H2EG from any claim or suit arising from the use of such elements furnished by the client.

**NOTE:** Before you confirm your agreement to these terms, please make sure you understand all of the above agreement. Should you have any questions or concerns regarding these terms, please contact us before advising us of acceptance.

## MARKETING SOLUTIONS

**Permissions:** The client agrees to give access (usernames, passwords, and any other required permissions) to existing or future social media accounts, marketing platforms, and affiliated service-providers as needed to accomplish the goals set forth in the written proposal. The client also authorizes H2EG to publicize their completed works on these distribution channels, as well as other Web directories and indexes, if this is included in the scope of the project.

**Proposal:** For any marketing campaign, a proposal shall be provided to the client which outlines the general scope of the campaign. Additionally, the proposal shall include an estimate of the costs involved to complete the project. Additional work required to complete the project will incur additional costs (photography, graphic design, purchasing ad space, etc). All prices specified in this contract will be honored for three (3) months after both parties agree to this contract. Continued services after that time will require a new agreement.

**Client Provisions:** Client will provide all text, copy, promotions, and call to actions to be used in marketing campaigns, unless otherwise negotiated. Client agrees to provide copy and any other submissions in a timely manner.

**Payment:** A 100% payment of initial marketing campaign invoice is required before any work begins. Additional costs for additional required work will be billed accordingly. In the event of termination of this agreement due to incomplete payments, H2EG owns rights to all company produced marketing collateral and has the right to complete, exhibit, and/or sell the collateral (not including business name, contacts, copy or content). Once the final invoice is paid in full, the client has the right to use, edit, remove all marketing collateral in all media useful for business promotion and that H2EG reserves the right to display the marketing collateral for business promotional use.

**Delays:** Illness, injury, or other events beyond H2EG's control, such as: fire, theft, computer failure, and Acts of God may result in a delay of unpredictable length.

**Termination:** The client has the right to terminate this Agreement if, H2EG fails to complete the marketing campaign within agreed upon deadline. If agreement is terminated for any reason other than failure to deliver within deadline, H2EG shall retain the deposit.

**Performance Liability:** H2EG does not warrant that the functions supplied by marketing campaigns, consultation or advice, will be uninterrupted or error-free. The entire risk as to the quality and performance of the marketing campaign is with client. In no event will H2EG be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the reproduction of, or appearance of marketing campaign, even if H2EG has been advised of the possibility of such damages.

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## **CONSULTING & AUDITING SOLUTIONS**

**Non-Disclosure:** All parties may be subject to a Non-Disclosure Agreement prior to initial consultation, at H2EG's or the client's discretion. This agreement will be formed to protect client's and H2EG's intellectual properties, concepts, tangible/digital materials and collateral, trademarks, trade methods and confidential information disclosed during the term of consultation and for a specified period of time thereafter.

**Evaluation:** Some clients may benefit from an initial evaluation prior to their consultation. All evaluations will consist of a tentative itinerary covering essential aspects for their consultation. All clients are encouraged to participate in evaluation and submit correspondence in a timely manner. Evaluations are a complimentary tool and does not guarantee our consulting services.

**Payments:** A minimum one (1) hr will be billed at H2EG's current consulting rate and paid in full by client prior to each consultation. Remaining consulting fees will be billed/invoiced at the end of consultation and paid in full by client. Clients have the option of paying for a predetermined amount time in full.

**Materials & Collateral:** H2EG may issue a variety of materials & collateral to consulting clients for continuing education, general practices, and client tailored processes. All materials and collateral bearing copyrights or trademarks of H2EG are exclusively owned by H2 Entertainment Group, LLC and are not to be reproduced or redistributed in any matter without prior written consent by H2 Entertainment Group, LLC.

**Scheduling:** Scheduling a time and place for consultation shall be considered in executed in a timely manner, as our consulting rates may increase over time.

**Performance Liability:** H2EG does not warrant that the functions supplied by web pages, consultation or advice, will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will H2EG be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if H2EG has been advised of the possibility of such damages.

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## GRAPHIC DESIGN SERVICES

Digital / Print design includes, but is not limited to, banners, flyers, posters, brochures, magazines, infographics, business cards, advertisements, newsletters, postcards and other marketing collateral for profit or non-profit purposes.

**Concepts:** Within 7 business days of receiving your company information and deposit, H2EG will create a design concept for your project. Designs will be submitted for your review via E-mail unless otherwise negotiated. A personalized proposal will be submitted to the client that includes details on how many revisions will be included for the estimated cost. Total project fees may be negotiated in lieu of an hourly rate. Further revisions will incur additional costs at H2EG's current hourly rate.

**Ownership:** You, the client, have ownership of the final design for use in any media application that is beneficial to your business. H2EG retains the right to use the final design, or any versions of the design created in the process, within printed and on-line portfolios, including promotional materials such as newsletters and advertisements. The client also gives H2EG permission to use client's full name, business address, and/or website address, for testimonial purposes on our website, or other business related media. The client understands that it is the client's responsibility to copyright the design ([www.copyright.gov](http://www.copyright.gov)) and/or seek trademark ([www.uspto.gov/main/trademarks.htm](http://www.uspto.gov/main/trademarks.htm)).

**Payment:** In return for graphic design services, the client agrees to pay the total fee payable in one payment. A 50% deposit is required before any work begins, and the remaining payment is due when final design is approved, prior to delivery. The client understands that the final design belongs to H2EG until paid in full. In the event of termination of this Agreement, H2EG owns the logo and has the right to complete, exhibit, and/or sell the logo design (not including business name, contacts, copy or content). Furthermore, H2EG owns all the design concepts created before the final design. The client understands that once the final invoice is paid in full, the client has the right to use the logo design in all media useful for business promotion and that H2EG reserves the right to display the logo for business promotional use.

**Originality & Licensing:** H2EG affirms that all designs are original or acquired via third party license, and therefore owns the rights granted under this agreement, and that the rights granted do not conflict any other agreement.

**Stock Photography:** H2EG may utilize stock photos that are produced by our company and/or licensed via 3rd parties during the graphic design process. Any photos acquired by H2EG for inclusion in the client's designs remain the property of H2EG and may be used in multiple, separate projects. Should the client require full ownership of the provided photography, these terms must be disclosed in writing if applicable, and an additional fee for licenses will be added to project total.

**Delays:** Illness, injury, or other events beyond H2EG's control, such as: fire, theft, computer failure, and Acts of God may result in a delay of unpredictable length.

**Termination:** The client has the right to terminate this Agreement if, H2EG fails to complete the design by any deadline that has been submitted and agreed upon in writing. If agreement is terminated for any reason other than failure to deliver within agreed-upon timeframe, H2EG shall retain the deposit.

**Performance Liability:** H2EG does not warrant that the functions supplied by design(s), consultation or advice, will be uninterrupted or error-free. The entire risk as to the quality and performance of the design is with client. In no event will H2EG be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the printing, reproduction of, or appearance of the design, even if H2EG has been advised of the possibility of such damages.

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## LOGO DESIGN

**Concepts:** Within 7 business days of receiving your company information and deposit, H2 Entertainment Group, LLC (H2EG) will create up to three different logo concepts for your business. Logo designs will be submitted for your review via E-mail unless otherwise negotiated. Upon receipt of your feedback on these designs, H2EG will make any needed changes to your favorite of the three logo designs until you are completely satisfied. Up to three rounds of revisions are included in the quoted price. Further revisions will incur additional costs at H2EG's current hourly rate.

**File Delivery:** After the final logo design is approved, H2EG will deliver the logo design to you as a digital file (.jpg, .pdf, and .png & other graphic file formats).

**Ownership:** You, the client, have ownership of the final logo design for use in any media application that is beneficial to your business. H2EG retains the right to use the final logo, or any versions of the logo created in the process, within printed and on-line portfolios, including promotional materials such as newsletters and advertisements. The client also gives H2EG permission to use client's full name, business address, and/or website address, for testimonial purposes on our website, or other business related media. The client understands that it is the client's responsibility to copyright the logo design ([www.copyright.gov](http://www.copyright.gov)) and/or seek trademark ([www.uspto.gov/main/trademarks.htm](http://www.uspto.gov/main/trademarks.htm)).

**Payment:** In return for logo design, the client agrees to pay the total fee payable in one payment. A 50% deposit is required before any work begins, and the remaining payment is due when final logo design is approved, prior to delivery. The client understands that the final logo design belongs to H2EG until paid in full. In the event of termination of this agreement, H2EG owns the logo and has the right to complete, exhibit, and/or sell the logo design (not including your business name, contacts, copy or content). Furthermore, H2EG

owns all the logo design concepts created before the final logo design. The client understands that once the final invoice is paid in full, the client has the right to use the logo design in all media useful for business promotion and that H2EG reserves the right to display the logo for business promotional use.

**Originality:** H2EG affirms that our logo designs are original and therefore owns the rights granted under this agreement, and that the rights granted do not conflict any other agreement.

**Delays:** Illness, injury, or other events beyond H2EG's control, such as: fire, theft, computer failure, and Acts of God may result in a delay of unpredictable length.

**Termination:** The client has the right to terminate this Agreement if, H2EG fails to complete the Logo within 60 days of deposit submission. If agreement is terminated for any reason other than failure to deliver within 60 days, H2EG shall retain the deposit.

**Performance Liability:** H2EG does not warrant that the functions supplied by logo design(s), consultation or advice, will be uninterrupted or error-free. The entire risk as to the quality and performance of the logo is with client. In no event will H2EG be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the reproduction of, or appearance of the logo, even if H2EG has been advised of the possibility of such damages.

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## PHOTOGRAPHY I VIDEOGRAPHY

**Inquiries:** All inquiries by clients for projects requiring any photography I videography services are to include as much detail as possible.

**Details are including, but not limited to:**

- Date
- Time
- Location
- Duration
- Equipment desired, if applicable
- Photography concepts and Video shot list, if applicable
- Resources (Hair, Wardrobe, Makeup, Assets)

**Independent Contractor Agreement:** In addition to details of project, client agrees to enter into an Independent Contractor Agreement with H2EG covering the scope of services, rights & releases, payments, contingency and other essential elements.

**Quoting / Billing:** All photography I videography services will be quoted per project. Once a negotiated quote is agreed upon, H2EG will deliver an invoice to the client and a 50% deposit shall be paid to H2EG no later than seven (7) days prior to agreed upon project date unless stated otherwise writing.

**Releases & Intellectual Properties:** A contractual agreement detailing rights and releases of images & footage shall be signed & agreed upon prior to initial deposit unless stated otherwise in writing. ALL IMAGES

& FOOTAGE SHALL REMAIN THE PROPERTY OF H2 ENTERTAINMENT GROUP LLC UNTIL INVOICE IS PAID IN FULL. After which H2EG will deliver all images & footage to client in their desired format. In the event of termination of this Agreement, H2EG owns the logo and has the right to complete, exhibit, and/or sell the logo design (not including business name). The client understands that once the final invoice is paid in full, the client has the right to use the images & footage in all agreed upon media useful for business promotion and that H2EG reserves the right to display the images & footages, if applicable, for business promotional use.

**Delays:** Illness, injury, or other events beyond H2EG's control, such as: fire, theft, computer failure, and Acts of God may result in a delay of unpredictable length.

**Performance Liability:** H2EG does not warrant that the functions supplied by photography I videography services, consultation or advice, will be uninterrupted or error-free. The entire risk as to the quality and performance of the logo is with client. In no event will H2EG be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the reproduction of, or appearance of the images & footage, even if H2EG has been advised of the possibility of such damages.

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