

## Impressa Solutions, LLC: The not-so-small print

Version 1.2 (March 18, 2019)

**FYI: These are subject to change at any time.**

For retainer clients, the fee for the first month's retainer is due immediately upon kickoff. For subsequent months, the fee is due on the same day of the subsequent month.

For project clients, a deposit of 50% total fees (or USD \$5,000, whichever is greater) is due upon kickoff. Additional milestone payments will be due according to a proposed schedule.

For most clients\*, payment options include credit card (via in-invoice link), PayPal, wire transfer, or ACH. We do not accept check payments, and any paper checks received will be returned, and the account will be considered unpaid. Bank information is available upon request.

All fees are in USD unless otherwise noted. Payments should be made in USD, unless other arrangements have been made.

For most clients\*, any payments received more than three days late, a fee equal to 5% of the outstanding balance (or \$100, whichever is greater), will be assessed and invoiced for. These late fees must be paid for an account to be considered current. If payment is more than 14 days late, service may be put on hold, and after 30 days of suspended service without payment, the collaboration will terminate. We hold no liability for the results of termination. Any fees outstanding on terminated accounts will be charged an interest rate of at least 1.5%, not to exceed the highest rate legally allowed, and if not paid, we will attempt all legal means for collection. Returned payments or chargebacks accrue an additional charge of \$40 in addition to late fees and any penalties on the unpaid invoice.

The listed fees include any costs for paid tools, services, and assets we anticipate using. These may include tools like Sprout Social, SEMRush, Moz, Ahrefs, Pitchbox, Quuu Promote, Buzzsumo, Slack, Trello, Canva, Dropbox, and subscriptions to stock images.

Any ad spend, domain-specific tools or subscription, hosting fees, and so on are not covered under our agreement. This would include things like marketing automation and inbound platforms (HubSpot) or email marketing (MailChimp or Constant Contact). You would be responsible for those expenses. Additionally, ad budget, outside vendors (for web design, development, public relations, or other not-provided services), etc. are not included in our pricing unless otherwise stated.

For most engagements, all services listed in the scope of services can be substituted for other services we provide, within reason. These substitutions will be assessed on a case by case basis.

Unless listed in the scope or included as a substitution, in-person meetings, trainings, on-site support, and "live" content development are not included. If this is something you are interested in, the fees and associated expenses will be quoted on a case by case basis, and payment may be requested up front.

Ad-hoc services exceeding the anticipated scope listed will be assessed on a case by case basis and may be billed at a flat rate or at \$150/per hour. This will be discussed with you before any additional charges are accrued.

Our rates are also subject to change at any time. These increases will not affect clients in current agreements.

Significant pauses are not conducive to good digital marketing, so we like to avoid these at all cost. But, things happen.

If you anticipate needing to put things on hold or terminate the engagement, let us know as soon as you see this being a possibility. We ask for at least 30-day notice ahead of the next renewal date/invoice due date if you need to pause, cancel, or downsize our collaboration. If less than 30-day notice is given, an invoice will be issued that is due immediately for any unpaid time for the next 30 days. Additionally, any unbilled ad hoc work will be assessed at that time. No refund will be issued.

If you wish to no longer work with us after our engagement ends, nothing needs to be done. However, we ask that you let us know when you know.

Impressa Solutions, LLC reserves the right to cancel an engagement at any time, immediately, if a client acts inappropriately with any member of the team, contractor, or partner. This includes demeaning language, threats, or remarks that are racist, sexist, xenophobic, or otherwise offensive, create an uncomfortable or hostile environment. We also reserve the right to cancel if it's found that a client is acting in bad faith, engaged in illegal activities, misrepresenting themselves, or is otherwise ethically compromised. A prorated refund would be issued within 10 business days.

Otherwise, if Team Impressa is the one who needs to put things on hold or terminate the agreement for any other reason during a contracted period, we will let you know as soon as we see this being a possibility. However, we will first attempt to find an alternative vendor for you and try to facilitate a smooth transition. If we aren't able to provide a solution, we will issue a refund immediately for any funds paid on work that has yet to be completed and/or is not in a final, useable state.

All payments made are non-refundable, except for the aforementioned exception. Payment is not performance-based, and we make no claims regarding results.

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\*For clients who have made contact first via Upwork, all payment will be made via Upwork. For these clients, any payments released more than three days late may mean service will be put on hold, and after 30 days of suspended service without payment, the collaboration will be terminated. We hold no liability for the results of termination. We may seek arbitration for any work completed and unpaid.