

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

Version 1.5 (April 10, 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 schedule upon which we both agree.

For most clients*, payment options include credit card (via in-invoice link), PayPal, wire transfer, or ACH. Impressa Solutions, LLC ("We," "Us" or "Team Impressa") 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 quoted 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, will be assessed and invoiced a fee equal to 5% of the outstanding balance (or \$100, whichever is greater.) 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 pursue all legal means for collection. Returned payments or chargebacks accrue an additional charge of \$40 in addition to late fees and any penalties on an unpaid invoice.

Our fees include costs for tools, services, and assets for which we have paid, and that we anticipate using. These may include but are not necessarily limited to tools like Sprout Social, SEMRush, Moz, Ahrefs, Pitchbox, Quuu Promote, Buzzsumo, Slack, Trello, Canva, Dropbox, and subscriptions to stock images.

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

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 and must be agreed to in writing to be effective.

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 shall be billed at a flat rate or at least \$150 per hour. This will be discussed with you before any additional charges are accrued.

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 terminating the engagement, let us know as soon as you see this being a possibility. We require at least 30 days' notice ahead of the next renewal date/invoice due date if you need to pause, cancel, or downsize our collaboration. If you give us less than 30-day notice, we will invoice you for all unpaid fees, including any unbilled ad hoc work, for next 30 days which will be due immediately. Under no circumstances do we issue refunds on your early termination.

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 immediately cancel an engagement at any time if a client acts inappropriately with any member of the team, contractor, or partner. This includes but is not necessarily limited to demeaning language, threats, or remarks that are racist, sexist, xenophobic, or otherwise offensive or creates an uncomfortable or hostile environment. We also reserve the right to cancel if we determine that you are acting in bad faith, engaging in illegal activities, misrepresenting yourself, or are otherwise ethically compromised. If we terminate this agreement for the reasons provided in this paragraph, we will issue a prorated refund within 10 business days.

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 exceptions. Payment is not performance-based, and we make no claims regarding results.

*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.