



# Terms And Conditions

**Reservation of Rights:** All rights not expressly granted above are retained by Olly Olly, including any electronic rights or usage, and including, but not limited to, all rights in sketches, comps or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.

## 1. REVISIONS:

There are no charges for standard revisions or changes to the site. Additional fees can be charged for any revisions that are made after launch and are limited to products such as plugins that add functionality. Complete redesign of site every 2 years is included.

## 2. WEBSITE PAYMENT SCHEDULE:

First payment will be deducted immediately. Second payment is deducted 6 weeks from initial payment then every 30 days after that.

## 3. CANCELLATION FEES:

There will be no fees to cancel. To do so, the client will need to call their dedicated point of contact to cancel between the hours of 8:30am and 5pm EST. If you cannot reach them on their direct line, please call our support desk at (877) 655-9655. Client must submit their notice of cancellation no later than 5:00 p.m. EST on the day before the next

billing date to avoid further charges; provided, that if such day is a Saturday or Sunday or a federal holiday, then no later than 5:00 p.m. EST of the last business day immediately prior to the start of the next billing cycle. Upon confirmation of your notification by our support team, all recurring payments will be stopped. Cancellations via email (or any other communication other than a call, will not be accepted)

We realize that your domain is your brand and we know that you have taken pride in building its authority. For optimal results, Olly Olly will request temporary access to your domain by you providing us the EPP code. If you ever decide to part ways with Olly Olly, we will immediately return full access. We do not hold domains hostage or charge any fees to release them upon cancellation.

#### **4. REFUNDS:**

Payments made to Olly Olly within the guidelines of this agreement are non-refundable.

#### **5. PERMISSIONS AND RELEASES:**

The Client agrees to indemnify and hold Olly Olly harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

#### **6. MISCELLANEOUS:**

This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives.

## **7. SOFTWARE:**

In the event of us finding better software, plugins, platforms, add-ons, or other website enhancing accoutrements, there may be additional purchases that need to be made. These purchases will lie outside of your monthly payments. We will always alert you of these additional purchases and try to give you payment-free alternatives alongside these additional purchase recommendations.

## **8. AGREEMENT:**

This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. Any dispute arising out of this agreement will be resolved by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State in which you reside and courts of such state shall have exclusive jurisdiction and venue. This Agreement must be signed and returned before the designer can schedule or begin this job.

## **9. ERRORS:**

We can't guarantee that our work will be error-free (we're human!) so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

## **10. AUTHORITY TO ENTER INTO AGREEMENT:**

Client and the person(s) signing the Agreement on behalf of client, have full power and authority to incur and perform the obligations under the Agreement, all of which have been duly authorized.

## **11. VERBALLY ABUSIVE AND THREATENING CLIENT POLICY:**

At Olly Olly, we are committed to maintaining a respectful and professional environment for all interactions between our employees and our valued customers. It is our expectation that all parties involved treat each other with courtesy and respect.

Customers engaging in verbally abusive, threatening, or otherwise inappropriate behavior towards our employees will not be tolerated. This includes, but is not limited to, using offensive language, making threats of violence, issuing sexual threats or engaging in any form of harassment.

In the event that a customer engages in any form of abusive or threatening behavior towards our employees, Olly Olly reserves the right to take immediate action. This action may include the termination of the contract between Olly Olly and the customer in question, without any liability on our part for such termination.

If a customer believes that their behavior has been misinterpreted, they have the right to express their perspective. In such cases, Olly Olly will consider the customer's feedback and reevaluate the decision to terminate the contract.

Upon the termination of the contract due to abusive or threatening behavior, any outstanding obligations or commitments from either party will be null and void. Any fees, charges, or payments owed by the customer will remain due and payable.

This clause is effective as of September 1, 2023 and applies to all current and future contracts between Olly Olly and its customers.