

Terms of Service

THESE TERMS OF SERVICE ("AGREEMENT") ARE A LEGAL AGREEMENT BETWEEN YOU ("YOU", "YOUR", OR "Customer") AND ALEXANDREA RAGER, THE OWNER AND OPERATOR OF THE WWW.ALEXANDREARAGER.COM WEBSITE (THE "SITE"). THIS AGREEMENT STATES THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE AND THE SERVICES SOLD ON IT. BY ACCESSING AND USING THE SITE, YOU ARE INDICATING THAT YOU ACCEPT, AND AGREE TO COMPLY WITH, THIS AGREEMENT.

By ordering the services provided by Alexandra Rager, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old, that you are using the Site with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to enter into this Agreement. If you are a parent or legal guardian who is registering for a child, you hereby agree to bind your child to this Agreement and to fully indemnify and hold harmless Alexandra Rager if your child breaches or disaffirms any term or condition of this Agreement.

1 - CHANGES TO TERMS; PERSONAL INFORMATION/PRIVACY

CHANGES TO THE SITE

Alexandrea Rager may add to, change or remove any part of the Site, including, without limitation, any Content (as defined below) therein, at any time without prior notice to you.

PERSONAL INFORMATION / PRIVACY

Customers agree to provide accurate, current, and complete information as required for the purchase of our services. Alexandra Rager reserves the right to block further sales to Customers who provide false, inaccurate or incomplete data. Customer acknowledges that Alexandra Rager uses a third-party payment processing service to process orders and bill fees to your credit card. Alexandra Rager Privacy Policy, located at the URL: <https://www.alexandrearager.com/privacy-policy> (the "Privacy Policy"), explains how Customers' personally identifiable information is collected, used and

disclosed. You hereby agree that we may use your personal information in accordance with the terms of the Privacy Policy and applicable laws.

2 - BILLING

COPYWRITING & DESIGN

All copywriting and design fees will be quoted and given to you in writing on a proposal. These fees are broken down by the hour and a deposit of 50% is required prior to starting work outlined on given proposal. Prior to final approval of a proposed project, the remaining balance will be due and payable prior to turning project over to client. Exceptions to this rule will be outlined on proposal.

PHOTOGRPAHY SERVICES

All photography services will be quoted on a per project basis. Additional time needed for photography sessions project overview meetings, phone calls, comp reviews, etc. will be outlined on proposal as a separate item. If client requests project time that is not outlined on the proposal, a separate agreement of that time will be outlined on a proposal.

MARKETING MATERIALS / PRINTING

Alexandrea Rager is a print broker and all products that require using a third-party print house will be quoted to the client prior to submitting order. Each item will be listed as a separate line item. We will only submit an order after the client has APPROVED all comps and proofs. A 50% deposit is due and payable prior to submitting order.

BLOG WRITING

Blog writing services can be billed in two ways: 1) by the set number of blogs written in a given month at a set fee or 2) by the hour. This will be determined by client and can be quoted on a proposal.

INVOICING AND PAYMENT

Clients with whom the designer has entered into monthly work, invoices will be sent on the first and fifteenth of every month. Invoices will outline specific serves performed and applicable rate information. Invoices are to be paid upon receipt. Invoices exceeding a 30 day pay period will be updated with a

20% late fee to the total amount due. This fee will be applied to outstanding invoices every 30 days until paid in full.

3 - REFUND/CANCELATION POLICY

If cancelation of copywriting, blog writing, design or photography services is made within 48 hours of placing order a full refund will be given.

If cancelation of copywriting, blog writing, design or photography services is canceled within 7 business days, a 50% refund will be given.

After 7 business days, the deposit for services will be forfeited.

If a printed order is canceled after submission, the deposit is non-refundable.

4 - SUPPORT SERVICES

Support Services will include the correction of material errors within the comp/design stage of work proposed.

Alexandrea Rager will be diligent in its efforts to respond to Customer's requests and problems within a time frame that reasonably reflects the urgency of the resolution of the request on a good faith basis. Alexandria Rager will use reasonable efforts to give appropriate advice, but the responsibility for acting on or implementing such advice shall remain with Client.

5 - INTELLECTUAL PROPERTY OWNERSHIP

Alexandrea Rager hereby assigns, sells and conveys to Client its right, title and interest in the products and services by Alexandria Rager for Customer under this Agreement (collectively, the "Work Product").

Customer has been informed by Alexandria Rager that Alexandria Rager has created, owns or holds licenses to use and sublicense various materials (collectively, the "Provider Materials"). Alexandria Rager may, at its option, include Provider Materials in the work performed under this Agreement.

Alexandrea Rager retains all right, title and interest, including but not limited to, all common law rights, copyright, patent rights, trademark and trade secret rights to Provider Materials. Subject to full and timely payment of the fees due under this Agreement, Alexandria Rager grants Customer a non-exclusive worldwide license to use Provider Materials as an integrated part of the Work Product for the purpose of developing and marketing its products.

This non-exclusive license does not extend to the use of Provider Materials as part of any software not developed by Alexandra Rager or for any use separate from the Work Product. The license shall have a term in perpetuity but may not be transferred by Customer. Customer shall make no other use, commercially or otherwise, of Provider Materials without prior written consent from Alexandra Rager. In the event that Customer sells a controlling interest of its business, it is the responsibility of the Customer to inform Alexandra Rager. If Alexandra Rager is not informed of the new controlling interest, the new Customer will be responsible for all penalties for product licenses.

6 - CONFIDENTIALITY

Both parties agree they will use reasonable care to prevent the unauthorized use or dissemination of each party's confidential information. Reasonable care means the same degree of care that the other party uses to protect its own confidential information from unauthorized disclosure or use. Any written, printed graphic or electronically recorded information furnished by Customer for Alexandra Ragers' use are the sole property of Customer. This proprietary information may include, but not limited to, Customer requirements, Customer lists, marketing information, and information concerning Customer's employees, products, services, prices, operations, and subsidiaries. Upon termination Alexandra Rager will return any and all confidential information in its possession to Customer upon request; provide, however; Alexandra Rager shall be permitted to retain copies which are part of Alexandra Rager's normal and customary back up and/or archived policies.

Confidential information does not include information that: the party knew before the other party disclosed it; is or becomes public knowledge through no fault of the party; the party obtains the information from sources other than the other party who owe no duty of confidentiality regarding the material, or the party independently develops.

7 - WARRANTIES

THE GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT ARE PROVIDED AS IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS; INCLUDING, WITHOUT

LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8 - LIMITATION ON ALEXANDREA RAGERS LIABILITY TO CUSTOMER ; INDEMNIFICATION

(a) In no event shall Alexandria Rager be liable to Customer for lost profits of Customer or special, incidental, exemplary, punitive, or consequential damages unless such damages were caused by the gross negligence of Alexandria Rager; (b) Alexandria Ragers total liability under this Agreement for damages, cost and expenses, shall not exceed an amount equal to the total amount of fees paid to Alexandria Rager by Customer under this Agreement during the six month period prior to such event causing or alleged to have caused such damages; (c) Customer shall indemnify Alexandria Rager against all claims, liabilities and costs, including reasonable attorney fees, or defending any third party claim or suit, other than for infringement of intellectual property rights brought in connection with materials provided by Alexandria Rager or gross negligence of Alexandria Rager, arising out of or in connection with Client's performance under this Agreement. Alexandria Rager shall promptly notify Client in writing of such claim or suit, and Client shall have the right to fully control the defense and any settlement of the claim or suit. Alexandria Rager acknowledges Customer may be sending confidential data, as part of this Agreement and Alexandria Rager shall at Customer's cost and expense put an SSL (encrypted) connection in place. Notwithstanding the foregoing, Customer agrees that in the event of any secured data being lost, Alexandria Ragers only liability to Customer shall be to attempt to retrieve the information or correct the system to avoid further loss of information.

The Customer shall defend, at its own expense, and indemnify and hold Alexandria Rager harmless from any claims, suits, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs), asserted against or incurred by Alexandria Rager arising out of or relating to (a) Customer's acts, omissions and or breach of its obligations under this Agreement, (b) use of the services provided by Alexandria Rager to Customer hereunder, (c) any materials provided by Customer to Alexandria Rager in connection with the services, including without limitation, any images or materials requested by Customer for Alexandria Rager to use in connection with the services, and (d) violations of applicable law by the

Customer in connection with the use of the services.

9 - FORCE MAJEURE

Alexandrea Rager shall not be liable for any failure of performance under this Agreement, and is excused from any failure to deliver or perform or delay in delivery or performance, due to causes beyond its reasonable control, including, without limitation, acts of god, fire, explosion, vandalism, failures of third party service providers, flood, storm, earthquake, or other natural disasters, law, order, regulation, direction, action or request of any federal or state government, or any civil or military authority, national emergency, riot, terrorist actions, wars, strikes, lock outs, or work stoppage, or due to failure of Customer to provide sufficient information, resources, cooperation or personnel to support the project. The period of performance shall be extended to such extent as may be appropriate after the cause of the delay or non-performance has been removed.

10 - DISPUTE RESOLUTION

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in the following location: Eagle County, CO. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. Each party shall be responsible for its own attorney fees.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to binding arbitration in the following location: Eagle County, CO. The parties agree that the binding arbitration will be conducted under the then rules obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

11 - NOTICES

All notices or demands given hereunder or required by law will be given in writing, will refer to this Agreement, and will be sent to the applicable address or facsimile number on file.

12 - ATTORNEY FEES

If any litigation or arbitration is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and

expenses.

13 - GENERAL PROVISIONS

(a) Severability: If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect. (b) Applicable law: This Agreement will be governed by the laws of the State of California. (c) Amendments: This Agreement may be amended by Alexandra Rager by updating the website containing these terms and conditions. (d) Waivers: No delay or failure by any party hereto in exercising or enforcing any of its rights or remedies hereunder, and no course of dealing or performance with respect thereto, will constitute a waiver thereof.

14 - ELECTRONIC COMMUNICATIONS

Whenever you visit our Site or send emails to us, you are communicating with us electronically. For that reason, you also consent to receive communications from us electronically. We will communicate with you by email (if you have provided your email address to us), by posting notices on our Site or by such other means as we may determine from time-to-time. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.