

Avosina Digital – Terms of Agreement

This agreement is made between you (“Client”) and Avosina Digital, LLC (“Avosina”) effective on the date of first monetary transaction between Client and Avosina. WHEREAS, Avosina is in the business of providing the Digital Marketing Services (“Services”) delineated in selectable Package Plans (as established on the Avosina Digital Pricing Web Page), and WHEREAS Client seeks to utilize selected Avosina’s Services. NOW THEREFORE, the parties agree to terms and conditions as follows:

1. **Services and Payment:** Client agrees to pay for Services selected by the Client. Payments will be automatically withdrawn via ©Stripe Checkout, or another payment portal, on a one-time or recurring monthly basis from Client’s provided method of payment to Avosina for Services, depending on if the Client’s selected Services are one-time or recurring monthly Services, respectively. If Services are not paid timely, Avosina reserves the right to terminate this agreement at any time and retain intellectual property rights to any material in development by Avosina. Pricing is based on the selected Services scope of work, and pricing may be adjusted if additional Services are requested by the Client. If travel is required by Client, Avosina shall be reimbursed for all travel costs.
2. **Term of Agreement:** Client agrees that the term of this agreement will be for one year after the effective date and will automatically annually renew for one-year terms. Either party may terminate this agreement with a 30-day prior written notice. In the event the Client exercises this 30-day out clause prior to the end of the initial one-year term, all intellectual property developed by Avosina will remain under the ownership of Avosina. Should the client wish to transfer the ownership of this aforementioned intellectual property, all monies for the remainder of the initial one-year term will become due by Client to Avosina. Client agrees to give required access to Avosina to complete its work. Avosina will use best efforts to work to finish out providing Services for the final 30 days.
3. **Content:** Client agrees to provide all content in Client’s possession (text, articles, photos, graphics, videos, etc.) to support Avosina’s efforts in executing the deliverables.
4. **Client-Specific Tools (Software/Service/Media) & Cost:** Avosina may require unique Client-specific tools to meet special client needs. Client agrees to bear all costs for such Client-specific tools. Avosina will not purchase any such tools without pre-approval from the Client.
5. **Managing Clients Internal Resources:** Client agrees that Avosina will have the lead of and support of Client resources (employees, contractors, etc.) whose work directly relates to and impacts the delivery of Services rendered as needed.
6. **Additional Services Fees:** The Client may choose to upgrade or downgrade plans at will. Should the Client require work outside the scope of selected Services or selectable Services, additional fees will apply at a rate of \$100.00 per hour.
7. **Authorization:** Client agrees to give Avosina administrative access to all tools, software, websites, social media, accounts, etc. that Avosina will need to access. Avosina will use best efforts and best practices to secure and protect all passcodes.
8. **Copyrights and Trademarks:** Client unconditionally guarantees that any elements of text, graphics, videos, photos, content, designs, trademarks, or other artwork furnished to Avosina for inclusion in web pages, social media, etc. are owned or legally permitted to be used by the Client. Client agrees to hold harmless, protect, defend Avosina from any claim or suit arising from use of such Client-furnished elements.
9. **Ownership and Deliverables:** Avosina retains the intellectual rights to all items previously owned by Avosina. Client retains the intellectual rights to all items previously owned by Client. Items not specifically transferred will remain the property of their respective owners.
10. **Work Credit:** Client agrees to allow Avosina to use client’s name and all deliverables for company promotions, online portfolio, past clients list, on social media, in print material, etc. for the sake of promotion of Avosina.

11. **Assignment of Project:** Avosina reserves the right to assign subcontractors, vendors, third-parties, etc. to best complete these Services.

12. **Non-Disclosure:** Avosina, and its employees and subcontractors, agree that, except as directed by the Client, it will not at any time during or after the term of this agreement disclose any non-public Confidential Information to any person whatsoever. Likewise, Client agrees that it will not convey any non-public Confidential Information obtained about Avosina to other parties.

13. **Performance Liability:** Whereas, the parties acknowledge that the internet is neither owned nor controlled by any one entity; therefore, Avosina can make no guarantee on the results that may be provided as a result of the work delivered. Avosina represents that in good faith it shall make every effort to ensure that the client’s selected digital marketing services are successfully delivered and help the client’s business. Avosina does not warrant that the functions supplied by its work, web pages, digital marketing, consultation, or advice will meet the Client’s requirements or that the operation of the work/deliverables will be uninterrupted or error-free. The entire risk as to the quality and performance of the work and deliverables is with the Client. In no event will Avosina 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 services, even if Avosina has been advised of the possibility of such damages.

14. **Indemnity:** The Client does hereby expressly agree to indemnify and hold harmless Avosina, its Owners, its principals, officers, employees and contractors (“Avosina Team”) against all suits, actions, claims, demands, or costs of any kind to which they may be subject arising or resulting at any time or place from anything done or omitted to be done by them in connection with the Services. Client hereby waives any and all claims which, but for this waiver, it may have, or which it may hereafter acquire, against Avosina Team arising or resulting at any time or place from anything done or omitted to be done by Avosina Team regarding Services.

15. **Lawful Purpose:** Client may only use Avosina’s Services for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to, material that is copyrighted, legally judged to be threatening, profane, pornographic, or protected by trade secrets, or any links or connection to such materials.

17. **Termination:** Avosina may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement. If the Client fails to comply with the terms of this Agreement and Avosina refers the matter to an attorney, the Client agrees to pay reasonable attorney fees and agrees to compensate Avosina for other collection costs and expenses it may occur.

18. **Entire Understanding:** The agreement constitutes the sole agreement between Avosina and Client regarding the use of Services. It becomes effective once Client makes initial payment for Services.

19. **Force Majeure:** Non-performance by either party hereunder, other than an existing obligation to make payment, shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, acts of God, or any other reason to the extent that the failure to perform is beyond the control of the non-performing party.

20. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Virginia.

21. **Agreement:** By initiating monetary transaction, Client accepts Terms of Agreement, and Client agrees to all stated terms and conditions.