**TIER STRATEGIES TERMS & CONDITIONS Effective Date: Jan 2, 2016**

Introduction

The purpose of this contract is to define how Tier Strategies and the Client will do business. Occasionally, these “Terms” may be altered. A copy of the current *“Terms and Conditions”* can be found at: [www.TierStrategies.com/Policies.aspx](http://www.TierStrategies.com/Policies.aspx) . When there are changes they will apply to all clients upon the effective date.

Relation of *“Terms and Conditions”* to “*Scope of Work*” Documents

The *“Terms and Conditions”* governs items such as payments, ownership of work, and termination of relationship. For every project Tier Strategies performs there will be a separate document called “*Scope of Work*”. This document will detail exactly what will be done for this project along with a fee estimate and delivery schedule.

Once agreed upon the scope will be our blueprint for the project. If client then requests changes in the middle of the project additional charges may apply. In this case the changes will be written up in an adjusted “Scope of Work” detailing exactly what changed and the fees associated. The client will need to approve the changes before the new work is incorporated.

Over the course of our business relationship there will be many “*Scope of Work*” documents; but only one effective “*Terms and Conditions”* at any one time. By signing each scope the client agrees to the current “*Terms and Conditions*”. Additionally, the client agrees that current and all future charges will be charged to the credit card provided.

Responsibilities of Tier Strategies

For most clients Tier Strategies manages domain names. We hold these in trust for you and make sure they are connected to your site and renewed. This means that in actuality Tier Strategies will “own” your domain name. However, at any time the client may request a transfer of ownership. We **never** hold domains hostage (even in extreme cases of non-payment). These belong to the client in our mind. Of course we do charge for this service and if payment is not received your domain may expire.

Tier Strategies will thoroughly test and make corrections to all functionality before going live. Additionally, within 30 days of “Go Live Date” we will fix any errors (to existing code) at no additional cost. After this period normal charges will be assessed.

Tier Strategies will seek to establish clear communication with client and build towards a long-term relationship. We will **always** follow up with messages within one business day of receiving.

Responsibilities of Client

Client shall review and understand the “*Terms and Conditions*” and “*Scope of Work*”. Client will ask any questions before signing these documents and once signed will abide by these documents. In addition client realizes that the “*Terms and Conditions*” may change over time.

Client shall provide content (images, copy, logos etc) to Tier Strategies. This content shall be edited and proofed by client. Unless noted in the “*Scope of Work*” Tier Strategies will only post content with no editorial responsibilities.

Client shall respond to communication in a timely manner with definitive decisions. If client does not fulfill this requirement there may be delays to the delivery schedule. Excepting, client emergencies we expect responses to communication within 5 business days.

Payments

We ask each client to be prompt with payment. Tier Strategies realizes that our billing schedule may not match up with your payment schedule. Please let us know what your process is so we can take note and avoid any confusion.

For projects a payment schedule and date of delivery is included in each “*Scope of Work*”. By signing the client agrees to have payment in our office on the dates listed. Work may be suspended and the delivery schedule affected for significantly late payments. For projects under $500 we ask that the entire payment be made when starting the project.

For recurring services such as hosting, service plans and marketing, Tier Strategies will send an invoice at the start of each month. Payment is expected in our office by the 10th. We do not ask for contracts for recurring services allowing you to cancel at any time. However, please inform us by letter, call or email 30 days before the cancellation date. If notified under 30 days you will be responsible for the final invoice. If you prepay hosting for a year there is not a refund for unused time.

For clients with a card on file we will assess any charges on the 5th monthly. By signing the “*Terms and Conditions*” and providing your card number you are giving permission for Tier Strategies to charge your card for future invoices. At any time you can request that we remove your card from automatic billing.

We understand that life happens and as long as the client communicates with us and is working toward payment there will be no issues. However, if payment is extremely late or there is a loss of communication - service including site hosting and email may be suspended. The Client shall be responsible for all collection and reasonable attorney’s fees necessitated by lateness or default in payment. Tier Strategies reserves the right to withhold delivery and any transfer of ownership for work if accounts are not current or overdue invoices are not paid in full. If your site is suspended there will be a $25 fee to reactivate.

Termination of Work

There may come a time when either party desires to end this business relationship. At that time all outstanding invoices should be paid and upon that all site files, databases, marketing data, logon credentials and domain ownership will be transferred to the client.

If the client terminates in the middle of a project Tier Strategies shall be compensated for services performed through the date of termination in the amount of $100/hour or the full price agreed to in the “*Scope of Work*” (whichever is less). If time worked is less than payments already received Tier Strategies is not obligated to return any amount. Upon full payment the work as is will be turned over to the client.

If full payment is not received the client is not entitled to any of the work performed.

If Tier Strategies terminates in the middle of a project then Tier Strategies will keep any deposits made with no further financial responsibility from the client. In this case the client is not entitled to any of the work performed. This would only happen in an extreme case and to date we have never terminated a client while working an active project (12+ years).

Other Legal Issues

Tier Strategies retains the right to reproduce the Deliverables online and in print for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. The client’s website will display accreditation with the Tier Strategies logo and link to site.

This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement.

The deliverables prepared by Tier Strategies shall not be deemed a work made for hire as that term is defined under Copyright Law. All rights granted to the client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of the “*Terms and Conditions*”.

The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. The client is free to engage others to perform services of the same or similar nature and Tier Strategies shall be entitled to provide similar services to others.

Tier Strategies grows your marketing step by step through our proven methodology.

 **T**hinking about what you want to accomplish

 **I**mplementing your strategic plan consistently

 **E**valuating that plan on a consistent basis

 **R**epeating the process and improving every month