

### Terms of Service:

A written contract is required for all services. The contract must include project details, price, payment methods, and a deadline. The contract must be signed by all parties involved.

If services are contracted via the web, then an email will suffice as a written contract as long as the project details, price, payment methods and deadline are included and both parties agree. The email and agreement are subject to the terms and conditions disclosed on this page. Ms. Tessa Howington and Caypay.com will make the terms available to the client and assume that the client has read and agrees to these terms when hiring or sending a email requesting services.

If requesting services from Caypay, Ms. Howington, or Caypay.com via email or the web, the customer is responsible for knowing these terms, is assumed to have read them, and is required to abide by them, and any published updates from the time the service is request until the balance is paid in full.

Previous clients requesting new services via the phone or web are also assumed to be familiar with these contents and must adhere to these policies REGARDLESS of any other previous contract or Terms of Service. Published Terms of Service (those included here) is what will be referenced and enforced during all transactions or project aspects, unless a written contract is present post dating, guaranteeing, or defining different Terms of Service than what is published here.

If Ms. Howington cannot meet the deadline, then she must inform, via writing, the client of the missed delivery date at least one week (7 days) before scheduled deadline agreed within this contract. If this occurs, the client does retain the right to renegotiate any of these terms, or any other of the terms of service between them and Ms. Tessa Howington.

Sometimes projects require that Caypay.com, or Ms. Tessa Howington, work with previous service providers to the client. Delays caused by these third parties, except outsourced worked by Caypay.com and Ms. Tessa Howington, is sometimes unavoidable and can cause the project deadline to be pushed back or missed, changes in terms, or cancellation of service promised. In the event of this happening, the client may not hold Caypay.com or Ms. Tessa Howington responsible for their delays and waives the right to penalize or renegotiate any terms contained in this contract. **Delays caused by the client directly also negate the client's right to renegotiate contract terms based on missed delivery dates.**

Ms. Howington must disclose and discuss prices and expected costs with the client. However, it is important to note that additional and unexpected costs may arise, which the client may be responsible for; this includes changing of terms, changing order or requested services, cost of additional supplies, or cost of outsourcing, hiring additional staff, or acquiring materials needed to complete the project or service. If this is necessary, and not disclosed in this contract, then Ms. Howington must seek approval before acquiring outside sources, costs or materials, and must notify the client immediately when such situation arises.

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A price list is provided by Ms. Howington, and all terms, prices, and details are to be explained fully to the client before entering into this agreement, it is important to note that published prices are negotiable based on a clients needs. The final price for services rendered will be disclosed in the final written contract.

Terms and conditions of any contract may change, but the client will be informed of any changes, and has a right to renegotiate contract if this happens. Ms. Howington also retains the right to cancel a contract, where the client may be eligible for refunds, if there is a change in the contract from the client, or a special need or situation arises. Ms. Howington also retains the right to cancel a contract due to conflict or violation of her rights.

All information collected about client, including name, address, billing information, project information, business information, and other securities will be kept by Caypay.com and Ms. Tessa Howington for the project's use only. Information will not be shared with anyone who is not authorized to have it; authorization of sharing of information must be in writing and the need to share such information must be fully disclosed to client before being given to other parties. During the completion of the project, there may be times in which Ms. Howington must claim to represent herself on the client's behalf (or as the client) and give some identifying information about the client or the project. This contract allows Ms. Howington to do so without having to always disclose the need to do so, but does not allow her to make decisions that reflect changes in charges, billing, or project guidelines without consulting the client and getting permissions in writing.

Any personal and private information collected is always kept secure and will never be sold, given, or used for any third party needs, advertising, or affiliate programs. Information gathered during the project may be destroyed after project completion upon request.

### **IMPORTANT DISCLOSURES:**

#### About Advertising:

**I AM NOT A GRAPHIC OR MEDIA PRODUCER, AN ARTIST, OR A PUBLIC RELATIONS CONSULTANT.**

That being said, if there is something that I cannot do, or a feature that you want or need that I cannot provide, I will be honest and tell you up front. I can and will recommend someone that can fulfill your needs, and I may ask to outsource that piece of the project. If that is the case, then the client will assume full cost of the outsourced product along with my regular service fees.

Also, please note that I WILL NOT GHOST WRITE for an advertising campaign. If asked, I will not put a logo or any other identifying features on a project if asked to do so, for an additional fee, but even after payment and delivery of final product, I will still retain the right to claim credit for any

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advertisement or any part of an advertisement campaign. I may also request that I, or Caypay.com, be referenced in some part of the public campaign to promote my business.

### About Ghost Writing Services:

Most written projects are automatically assumed to be ghost written or edited (written and edited by me, but credit taken by you or your company), except for nationally published articles, major media campaigns, and any other project that may receive national attention. If the need arises to ghost write and edit projects of this nature, there will be an extra fee that will be based on the size and nature of the project. A disclosure and privacy contract will also be mandatory for such cases, and can be requested from any client at any time. Even after terms of the ghost written or edited material are set, Caypay.com and Ms. Tessa Howington still retain the right to reference project as their creation for use as reference in portfolios, examples to other clients, or any other manner they see fit. Because of the nature of ghost writing, any identifying characteristics, business or personal information, or copyrighted features can be omitted upon request.

### Obtaining Copyright:

If the project requires use of any non-original materials, copyrighted or not, it is requested that the client provide proof that they have the right to use such materials. If proof cannot be provided, or if the materials in question are not for use by the general public, permission to use any non-original materials can be obtained for the client during the project. The fee for this starts at \$10, for a simple letter, if the clients have all the necessary information available. If some small research is necessary, then the fee will start at \$30 for each permission that has to be researched and requested. Other fees may apply depending on the type of material or the additional processes that may have to be completed to obtain permission to use the information or images. These fees will be charged regardless of the outcome of the decision by the owner of the materials in question.

### About Event Planning:

These prices listed in the contract (unless otherwise specified) DO NOT include cost of supplies (food, alcohol, decorations, etc.), anything that I have to outsource or outside hire (bands, caterers, additional staff, etc.), or gratuity. These prices also DO NOT include cost of any promotion material that I have to generate.

About Website Services:

**I AM NOT A PROGRAMMER OR AN ARTIST.**

That being said, if there is something that I cannot do, or a feature that you want or need that I cannot provide, I will be honest and tell you up front. I can and will recommend someone that can fulfill your needs, and I may ask to outsource that piece of the project. If that is the case, then the client will assume full cost of the outsourced product along with my regular service fees.

Any addendums, changes, or other requests relating to the project that is not included in these terms must be in writing and acknowledged by all parties. Changes reflected in those written notices adhere to all terms and conditions explained here unless otherwise noted in writing or via email.

About Photography:

**I AM NOT A PROFESSIONAL PHOTOGRAPHER.**

Most photography services I offer are to fulfill image needs for client projects. If you need a professional photographer I can recommend one. However, I am better than the average amateur, and you will be pleased with my work.

**Legal Notice:**

Caypay.com and Ms. Tessa Howington, assume that all materials provided are original content, or at least that the client has procured rights to use copyrighted or non-original content in their project. If there is content that needs to be verified, or have permission obtained before use by client for any business related purpose, these rights and permissions can try to be obtained for you at an additional cost. Please see [Copy Editing](#), [Writing](#), or [Administrative Support](#) for more information on that service. Proof may have to be provided of these rights, and depending on the material, may have to be published or referenced where the copyrighted content is used.

All content, design, and other materials involved with clients' projects remains property of Caypay.com and Ms. Tessa Howington, and assume the rights of intellectual property until such time as the final draft and payment of services by the client. At such time, the content, design, and any other materials involved become the property of the client, but Caypay.com and Ms. Tessa

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Howington, still retain the right to reference project as their creation for use as reference in portfolios, examples to other clients, or any other manner they see fit. Identifying characteristics, business and personal information, and copyrighted materials can be omitted per request of the original client.

### **Notice of Additional Charges:**

There is an upcharge of \$35 per product for results that **must** be produced on a Saturday, Sunday, or Monday. The client cannot request to see any product on a holiday.

There is an upcharge of \$75 if Ms. Howington has to travel to a client site more than 45 Miles from Rowlett, TX more than 3 times per project. If more than 5 times, add a trip charge of \$35 per trip.

Usually, simple products and updates can be produced within 48 hours of the original request (excluding Saturday and Sunday). Requests made after 5:30pm default to the next business day and any requests made after 3:30pm on Friday default to Monday. If the request cannot be produced within 48 hours, Ms. Howington is required to tell you of the scheduling conflict and when you can expect to see a product so that you may decide if you want her to complete the project. If a project must be completed within 24 hours (for small updates) or within a week (for large projects) a **"rush fee" of no less than \$125** will be charged in addition to the regular charges. Actual charge will depend on size of project and current project workload and scheduling.

For complete website design, updating a complete site, marketing and advertising editing or consulting, **a non-refundable deposit of \$100 is required** and will be deducted from your invoice upon completion. For large projects, including event planning and major marketing or consulting on a large scale, **a non-refundable deposit of no less than \$250 is required**. Actual deposit will depend on scale and time frame of project. Deposit will be deducted from total on invoice upon completion.

### **The GoDaddy.com Fee:**

**Starting January 1, 2009, a \$35 fee will be added if you choose to use GoDaddy.com or already have an account with GoDaddy.com that Caypay must work with.** This fee will also be added if any part of your account, domain name, or any other features is held in an account with GoDaddy.com. This fee includes account or domain transfer to another service is requested and 2 service / technical calls to GoDaddy.com during the duration of your project. **Additional calls will be \$5 a piece. Multiple hour calls or technical support sessions will be billed hourly at \$35 an hour.**

**Payment Methods:**

Payment instructions will be provided upon completion of services. Payment can be in the form of cash, check, credit card, or money order. Bartering is also acceptable if terms are agreed on before services are complete and must be included in this contract. Other payment arrangements can be made if necessary.

**Payment is expected within 7 days of a client receiving an invoice.**

**There is a 3 % charge on all credit card transactions.**

**Past Due Balances:**

**A payment is considered past due if the balance is not paid in full by 30 days after the date of the service is performed or completed. If the balance is not paid in full by 30 days after the date of the invoice, then a \$5 weekly penalty will be added to the past due balance until the debt is paid in full.**

A customer will be notified in writing before incurring any additional charges. **The customer MUST pay the original balance and the late charges to have their balance cleared.** Also, if any legal issue comes about because of the debt, the customer must also pay those costs and any other costs associated with the process in collecting the debt. Customer also assumes all legal fees for their self and for Ms. Howington or Caypay and Caypay.com.

Additionally, after a balance has become past due, Ms. Howington, Caypay, or Caypay.com has the right to refuse any additional service, or request a pre-paid fee or deposit to ensure payment.

**It is assumed that the client has read and understand these terms; is of full legal age and have read this release and is fully familiar with its contents. By hiring Ms. Tessa Howington and Caypay.com, the client agrees to all terms listed above and understand that this is a legal contract that will hold up in a court of law. It is also assumed that the the person requesting the service has legal right to represent the business that is requesting services from Caypay.com and Ms. Tessa Howington.**