



TERMS AND CONDITIONS

Effective as of September 1, 2021

By choosing Girl Friday Virtual Office, LLC (“Contractor”) services, you (“Client”) agree to the terms and conditions as set forth in this Agreement:

PAYMENT & BILLING. Payment is due in advance of services rendered. Client should refer to issued invoice(s) for detailed charges and payment information.

ADDITIONAL WORK. Client understands that additional work beyond the scope of the detailed invoice must be negotiated separately and will require a separate Invoice or Addendum. Services requested by Client and provided by Contractor that do not fall within the scope of the original Invoice will be billed separately with payment due upon receipt.

CLIENT RESPONSIBILITIES. Client understands that Contractor is not an employee, and that this will be a collaborative, professional relationship of equals where mutual professional respect, courtesy and consideration are expected. Due to the virtual nature of the relationship, Client understands the importance of communication, especially via email, and agrees to respond to questions, requests, and communications from Contractor in a timely manner. Client understands that Contractor is a business with other Clients to serve, and requires fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunication on the part of Client will not constitute an emergency for Contractor. Client understands that Contractor may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality work.

OFFICE HOURS & COMMUNICATION. Office hours are Monday through Friday, 10:00 am to 5:00 pm, central time, excluding national holidays. Email is to be the primary form of communication between Client and Contractor. Contractor is available for phone calls during office hours only. Occasional calls of only a few minutes in duration are not typically billed to Client. Cancellation requires a minimum of 24 hours’ notice. Missed meetings or cancellations without sufficient notice will be billed to Client.

Kristen Kramer will be the primary point of contact for all work assigned and can be reached at: 816.616.5150; alternately at Skype: GirlFridayVO, or kykramer@girlfridayvirtualoffice.com

FILE SHARING OPTIONS. Files may be shared via the following platforms:

Dropbox: kykramer@girlfridayvirtualoffice.com

OneDrive for Business: kykramer@girlfridayvirtualoffice.com

Google Drive: GirlFridayVO@gmail.com

PROJECT(S) COMPLETION. Basic support receives 24 to 48-hour attention. Each new or special project requires a minimum of three (3) days lead-time. Client will provide sufficient notice and allow for reasonable time frames for project completions. Contractor reserves the right to refuse any project or service request if acceptance of the request will negatively impact the quality of service delivered. **Projects with short-term deadlines will be accommodated to the best of the Contractor’s ability.**

MATERIALS & INFORMATION. Client will provide all content, outlines, photos, product images, postage, materials, etc. necessary for any special projects. Source material must be clear and legible. Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful, and complete information necessary for Contractor to perform or complete the contracted services or project. Client is responsible for any copyright requirements and is liable for any infringements carried out under Client’s instructions.

OWNERSHIP. Copy or other intellectual property commissioned as a work for hire project, excluding any systems, processes, or procedures developed by Contractor to provide services to Client and operate Contractor’s business, shall be owned by Client once payment in full has been received by Contractor. Client grants Contractor the right to display samples of the work for portfolio or other marketing purposes so long as displayed samples do not divulge Client’s confidential information.

INTELLECTUAL PROPERTY. Client agrees that Contractor shall own and retain the rights for any copy or other intellectual property developed by Contractor or contractors of Contractor in relation to operating Contractor's business and delivery of contracted services. The ownership and rights of any intellectual property, inventions, works of authorship, mask works, designs, know-how, ideas and information authored, created, contributed to, made or conceived or reduced to practice in whole or in part are assigned to Contractor.

ACCURACY. Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. Contractor is not responsible for errors or omissions.

LATE PAYMENTS. Payments not received by due date will result in work cessation and a \$50 overdue fee will apply. Contractor reserves the right to refuse completion or delivery of work until past due balances are paid.

LIEN. All materials or property belonging to Client, as well as work performed, may be retained as security until all just claims against Client are satisfied.

PROPERTY. All billings (including invoices, statements, and estimates), reports and time accounting are provided as a convenience to the Client at the discretion of Contractor and remain the property of Contractor. Periodic audits may reveal previous billing discrepancies or errors, and Contractor is entitled to void or recall incorrect invoices and statements and bill for any monies due on account.

ACCURACY OF INFORMATION. Client agrees that the accuracy of information supplied to Contractor is the sole responsibility of Client, and that Contractor is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client.

INDEMNIFICATION/RELEASE OF LIABILITY. Client shall indemnify, defend and save Contractor harmless from any and all suits, costs, damages or proceedings, including, but not limited to, Contractor's services, pertaining to any and all litigation in which the Client is a party. Client shall pay all expenses incurred by Contractor including, but not limited to, all solicitor's fees, costs and expenses incurred should Contractor be named a party in any litigation to which Client is a party. Client shall further indemnify and hold harmless Contractor and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including solicitors' fees arising directly or indirectly out of or in connection with the operation of Client, and from liability for injuries suffered by any person relating to the Client. This agreement to indemnify Contractor is not limited to any acts or omissions, statements or representations made by Contractor in the performance and/or nonperformance of Contractor's duties hereunder and relating to all contractual liabilities, which may be alleged or imposed against Contractor. All reasonable precautions will be taken to safeguard the property entrusted to Contractor. In the absence of negligence, however, Contractor will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, nor for unauthorized use by others of such property. Contractor will not be held liable for any incidental, consequential, or indirect damages, including without limitation damages for loss of profits, business interruption, loss of information, plagiarism, etc. Contractor will not be held liable for typographical omissions or errors.

NONDISCLOSURE AND NONSOLICITATION. Contractor shall not directly or indirectly disclose to any person other than a representative of Client at any time either during the term of this Agreement or following the end of service or expiration thereof, any confidential or proprietary information pertaining to Client, including but not limited to Client lists, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets. Furthermore, Contractor agrees that during the term of this Agreement, and for 6 months following the end of service of this Agreement, Contractor shall not directly or indirectly solicit or attempt to solicit any Clients or suppliers of Client other than on behalf of Client.

CONFIDENTIALITY. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the end of service of this Agreement. Upon end of service of this Agreement, Contractor will return to Client all records, notes documentation and other items that were used, created, or controlled by Contractor during the term of this Agreement with the exception of items purchased by Contractor and not reimbursed by Client.

END OF SERVICE. Services may be discontinued by either party for any reason within 30 days' advance written notice of intent to cancel. Provided, however, that each party may end the Agreement immediately without prior notice in the event of a

breach of this Agreement by the other party. Upon end of service, Contractor shall invoice Client and payment will be expected in full, immediately upon receipt.

EXPIRATION & MODIFICATION. This Agreement shall remain in effect for a period of one year from the last date documented under "ACCEPTANCE" or until such time as one or the other Party provides written notice of end of service. This Agreement may be modified or amended as necessary after negotiations initiated by either Party. If agreement is reached, only a written instrument signed by both Parties will modify or amend this Agreement.

ADDITIONAL PROVISIONS. This Agreement shall be governed by and construed according to the laws of the State of Missouri and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Missouri and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts. Any liability on the part of Contractor as determined by a court of law will be limited to an amount not to exceed one month's retainer. If Contractor must bring suit or other action to collect on unpaid invoices or seek remedy of any other breach of contract, Contractor shall be entitled to an award of costs, reasonable solicitor's fees and interest at the maximum rate permitted by law in addition to any other relief awarded.