



**UNIT VISIONS** CULTIVATE YOUR GROWTH

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## UNIT VISIONS TERMS & AGREEMENTS

### 1. INTRODUCTION.

Unit Visions provides its services, to all end users who access some or all of our services but are not established clients ("Visitors") as well as those who pay a monthly or yearly service fee to subscribe to the services ("Clients"). By using the services you agree to be bound by this Agreement and to use the services in compliance with this Agreement and other user policies. If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the services, and if you are a current Client, you must terminate your use of the Services under Section 10.

### 2. CONTRACT PERIOD AND REQUIREMENTS

(A) Websites: The contract period for all Unit Visions websites is set at one year from the date on which you are first billed regardless of your contracted billing method. After the first year, services can be contracted on a monthly or yearly basis, and a 30 day notice is required to terminate any web services as outlined in Section 10.

(B) Print Materials: There is no contract period for Unit Visions print materials including Packets, Postcards and Newsletters. However, a 30 day notice is required to terminate any print services as outlined in Section 10.

(C) Monthly Billing: Monthly services fees will begin billing no later than two months after approval of the website or print design. This includes all websites and print materials that are incomplete due to information not having been received by you, the client.

Current fees and prices can be found by visiting [www.unitvisions.com](http://www.unitvisions.com) or by calling 877-822-3016. Unit Visions reserves the right to change prices and/or institute new fees at any time upon 30 days prior notice.

### 3. BILLING AND PAYMENT

(A) Clients must provide Unit Visions with accurate and complete billing information including legal name, billing address, telephone number, and credit card/billing information prior to the beginning of

the design/development phase of your website. Any changes to this information must be reported to Unit Visions within seven (7) days of the change. Clients are responsible for all charges to their account.

(B) Monthly fees are billed to Clients' credit cards or debit cards, as applicable, each month for the agreed contract amount. Unit Visions is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Unit Visions. By accepting these terms you hereby agree to authorize Unit Visions to automatically charge your credit card or debit card at your contracted intervals. If you pay for Services through a prepayment plan, automatic billing described above shall only apply to the charges not paid through the prepayment plan.

(C) Printing & Mailing charges will be invoiced immediately following their completion. The card on file will be charged on the 2<sup>nd</sup> or 16<sup>th</sup> of the month, whichever comes first after the client has been sent the invoice unless otherwise specified upon receipt of the invoice. Unit Visions must be notified of a different payment method (only a different card, we do not accept checks or cash) within this time period and must receive the new method no later than 48 hours after receipt of the invoice.

(D) Delinquent accounts may be suspended or canceled at Unit Visions sole discretion; however, charges will continue to accrue until the account is canceled or terminated. Unit Visions may bill an additional charge to reinstate a suspended account. All declined credit cards will be subject to a \$25 late fee and services will be suspended if the account balance is not paid in full within three days of the original billing date.

(E) All fees, including monthly fees and design & setup fees are non-refundable.

(F) Unit Visions allows you to "freeze" your website charges once in a 12 month period. You may freeze your account for up to 3 months at \$10 per month. This allows you to keep your website live but no updates will be performed. You will only be responsible for the \$10 freezing fee and not the full monthly fee during this time period. The months that your website is suspended will be added to the end of your contracted period. Unit Visions must be notified via email at [accounting@unitvisions.com](mailto:accounting@unitvisions.com) of your intent to freeze your account before the first day of the month.

#### 4. DESIGN AND CONTENT

(A) All website & print designs will remain the copyrighted, intellectual property of Unit Visions, and may not be used for any other purpose without expressed written consent of Unit Visions. This includes all of

the graphics and text of the design template as well as any coding, scripting and/or forms. This does not include any graphics, images, and or logos provided by you, the client, for the use within your website or print designs.

(B) Website & print designs created by Unit Visions may be used at anytime for advertising in several outlets including, but not limited to, the Unit Visions website, Facebook, and email marketing. Unit Visions will not release any confidential information in this advertising including personal information, production numbers, etc.

(C) Our custom design fee for website and print designs of \$300 includes up to 3 design options. If additional design options are required it will be \$84/hour to create more design options.

(D) All content, including graphics, images, text, links, and any media, within the website is the sole responsibility of the contracting party and not the responsibility of Unit Visions. As the website owner, you assume full responsibility for any content published on your website. Upon request, Unit Visions will transfer content from another website, to your new Unit Visions website assuming that the website the content is to be transferred from is owned by the contracting party. Unit Visions is not responsible for losses, oversights or omissions that are made due to the transferring process.

(E) Any materials (photographs, graphics, music etc.) sent to Unit Visions for use on your website or in your print materials in the design, content area or elsewhere are assumed by Unit Visions to be legally obtained by you. Unit Visions assumes no responsibility for copyright infringement on any of the above mentioned materials which are used on your website.

## 5. TRANSFER OF DOMAIN

Unit Visions recommends that domains be transferred to the Unit Visions domain registry of all clients for management reasons. This process normally takes 10-12 days to complete and should start immediately after the website contract is signed. Unit Visions will need all of the current Registrar's contact information for contact purposes and to complete the transfer. Unit Visions is not responsible for any down time of your website due to an expired domain if you choose not to transfer the domain to Unit Visions. If your domain expires and is not in Unit Visions control, you will still be responsible for all monthly fees outline in Section 3 during the time the site was not available.

## 6. SECURITY AND PRIVACY

(A) All information provided to Unit Visions shall remain confidential. We will never sell, trade, or exchange email addresses or other information with any third parties unless specifically requested to do so by the client.

(B) Due to the lack of security provided by email, Unit Visions will never ask you to send any credit card or other sensitive personal information via email. If you ever receive an email which appears to come from Unit Visions and asks for credit card or personal information which is to be sent via email, please notify us at [accounting@unitvisions.com](mailto:accounting@unitvisions.com) as soon as possible.

#### 7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Except for certain products and services specifically identified as being offered by Unit Visions, Unit Visions does not control any materials, information, products, or services on the internet. The internet contains unedited materials, some of which are sexually explicit or may be offensive to you. Unit Visions has no control over and accepts no responsibility for such materials. You assume full responsibility and risk for use of the services and the internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service or the internet.

The services are provided on an "as is" and "as available" basis. Unit Visions does not warrant that the services will be uninterrupted, error free or free of viruses, or other harmful components. Unit Visions makes no express warranties and waives all implied warranties including, but not limited to, warranties of title, non-infringement, merchantability, suitability, or fitness for a particular purpose regarding any merchandise, information or service provided through Unit Visions or the internet generally. No advice or information given by Unit Visions or its representatives shall create a warranty. Unit Visions and its employees are not liable for any costs or damages arising directly or indirectly from your use of the services or the internet including any indirect, incidental, exemplary, multiple, special, punitive, or consequential damages. In any event, Unit Vision's cumulative liability to any member for any and all claims relating to the use of the services shall not exceed the total amount of service fees paid during a one-year period.

#### 8. WEBSITE USAGE

(A) Our site on the World Wide Web with its homepages in the domain "unitvisions.com" or any other site operated by Unit Visions is an

information service offered by Unit Visions to clients and visitors. We may provide links on the Web site to other Web sites which are not under our control. In general, any Web site which has an address which does not contain "unitvisions.com" is such a Web site. These links are provided for convenience only and are not intended as an endorsement by Unit Visions of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

(B) You may provide a hypertext link to our Web site on another Web site, provided that: (a) the link must contain a text-only link clearly marked "Unit Visions Web site", (b) the link must "point" to the URL "http://www.unitvisions.com" and not to the other pages within the Web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademarks, (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by Unit Visions, (e) the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and (f) Unit Visions may revoke consent to link to our Web site at any time in its sole discretion. All other hypertext links to the Web site must be approved in writing by Unit Visions.

## 9. TERM OF AGREEMENT

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the services, and, if you are a client, to terminate your contract. All termination fees will apply.

## 10. TERMINATION AND CANCELLATION

(A) Websites: Cancellations made within the first 30 days of service starting from the launch date of the website will incur a \$200 setup fee plus all non-refundable fees listed in 3(F) i.e. custom design fees. The other contracted fees will not be charged. Any cancellation or termination of service after the first 30 days will incur a \$200 setup fee and all monthly and yearly fees necessary to cover the first full year of service. Or services may be cancelled for a \$225 cancellation fee without incurring any monthly or yearly services, but the \$200 setup fee will still apply. The cancellation fee must be paid in full before the monthly fees will be discontinued. The service can be terminated after the first full year of service with 30 days written notice to terminate services to [accounting@unitvisions.com](mailto:accounting@unitvisions.com). If

cancellations after your first full year are not made with 30 days notice the client will be responsible for all monthly fees for the next 30 days, even if services are not utilized.

(B) Print Services: Print services cancellations (including Packets, Postcards, and Newsletters) may be made at any time with 30 days written notice. If cancellations are not made with 30 days notice the client will be responsible for all monthly fees for the next 30 days, even if services are not utilized.

Without prior notice, Unit Visions may terminate this Agreement or your use of the services, for any reason, including, without limitation, if Unit Visions, in its sole discretion, believes you have violated this Agreement or any of the applicable user policies, or if you fail to pay any charges when due. Unit Visions may provide termination notice to you by email addressed to your email account or by US Mail or courier service to the address you provided for the services. All notices to you shall be deemed effective immediately.

#### 11. MISCELLANEOUS

(A) This Agreement, and Unit Visions' other user policies posted on Unit Visions' website constitute the entire agreement between you and Unit Visions with respect to your use of the Services. Unit Visions may revise, amend, or modify this Agreement, and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective 30 days after Unit Visions posts notice to clients via email or postal mail.

(B) Venue for any cause of action arising out of the Agreement between the parties shall be Stonewall County, Texas.