

WEBSITE MAINTENANCE

2 hours dedicated website content updates per month, minimum 30- minute increments- Includes updates to content, media, files, links, forms, images, colors.

Website platforms include: WIX, GoDaddy, Site123, WordPress- others might be available.

Contact us if you are unsure your platform is included in our services.

Website maintenance does not include- web hosting, content creation, SEO, redesign, coding.

SOCIAL MEDIA MANAGEMENT

One Managed platform, at least 3 posts per week, daily engagement, monthly reporting, researched hashtags.

Weekday management of one (1) Social Media Account to include:

Engagement, comment, like, share, relevant posts per industry. Once or twice weekly blast on relevant groups.

Post on automatic social linked accounts via Hootsuite platform (same post) or similar platform.

Important notifications/leads/messages/comments mention from featured platform sent to client weekly.

Monthly report on three (3) chosen accounts, data from platform analytics only (such as Hootsuite and the like).

*chosen social media account for daily management cannot be swapped with other accounts in less than 30 days.

NOT INCLUDED:

Unique Content Creation, graphic design/photo editing (on professional platforms such as Photoshop)- Client to provide content or provide direction as to preferred posting type (ie. Relevant news, meme, website link etc). Extensive research for content not included.

Monthly Fee and set up for management programs such as Hootsuite is not included.

EMAIL MARKETING

2 email newsletters per month, using current/ already designed template. Includes updates to images, links, copy/content and 2 rounds of revisions

Desktop, tablet and mobile friendly (through email marketing platform)

Analytics reporting and database management (within platform)

NOT INCLUDED:

Content creation, graphic design/photo editing (on professional platforms such as Photoshop)- Client to

provide content or provide direction as to preferred posting type (ie. Relevant news, meme, website link etc) Extensive research for content not included.

Database Management is limited, does not include administrative tasks such as manually typing database, unsubscribing individuals manually. Files, database must be provided in the correct format for use within platform.

Monthly Fee and set up for email marketing programs such as Constant Contact, Aweber, Mailchimp among others is not included.

Applicable to all packages:

Any and all work that is not included in the monthly/annual fee will be approved by client before commencement and charged either hourly or by project, and a separate agreement may be required.

Hourly charges are \$40 (with one hour minimum) and due upon completion of work. Projects and extensive hourly work may be charged in phases and/or require a deposit to commence.

INVOICES ARE PAID ONLINE through this [LINK](#)

Ownership and Usage Rights

Upon receipt of full payment, the Client is hereby granted exclusive and unlimited usage and reproduction rights to the final project prepared for the Client. Provider reserves the right to reproduce all designs created in print and electronic media for Provider's promotional purposes only.

Cancellation

Client or Provider may cancel a monthly contract at any time for any reason. Monthly services must resume at the end of the then current month (or full 30-day cycle), and any unpaid amount will be due to Provider.

Annual contracts can be cancelled within 72 hours only for a full refund, minus any amount due for work completed. Annual contracts cancelled after 72 hours will only be refunded at 50% if less than 6 months has passed since the initial purchase, minus any monies due for work completed. Annual contracts cancelled after 6 months since purchase, are not eligible for a refund, however in such case, Client may request for services to cease.

Notification of cancellation must be given in writing; electronic communication is accepted. All requests to Provider will receive a turnaround time/ schedule within 2 business days (excluding holidays). Should there be a significant delay in project completion due to Client's neglect, (not limited to no communication, no account information provided, no content) projects will cease, and monies owed will be due to provider for work completed. Any work that is cannot be completed by neglect of the Provider will be cancelled and no more monies will be owed to Provider. In case of pre-payment, Provider will return any payments received, if it does not violate any other terms in this agreement.

Changes

FlaFreelancer reserves the right to change terms and conditions herein: changes in rate, terms and

conditions, may not change during the year of pre-paid services, and for monthly agreements, may change only at the beginning of a new month prior to services provided.

Force Majeure

In case of Force Majeure, in which a circumstance arise which is beyond the reasonable control of the affected party (including but not limited to governmental regulations, fire, flood, disaster, civil riot or war), the party that becomes aware of a Force Majeure Event shall notify the other. The affected party shall take all reasonable steps to mitigate the effects of the Force Majeure event and communicate to the other party of any failures, delay or required changes to this agreement.

Client's Responsibility

Upon purchase of service package, Client will provide FlaFreelancer with needed information for work to be completed such as – Username, passwords, account information, etc. Provider is not responsible for a delay in services, past refundable date, due to Client's lack of information for commencement of work.

Privacy

During this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information in order for service to be completed. Provider will not share any of this proprietary information at any time with third parties, that are not its officers, directors, agents and employees, or parties /platforms that are necessary for the completion of services to Client. Provider also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by it's natural termination or the early termination by either party.

Assignment

This agreement is between Client and Provider and cannot be assigned.

Term

Agreements are not auto-renewed, unless specified and agreed to, by both parties in advance and in writing.

Notices

Notices must be in writing (Electronic, Fax, Certified mail)

Disclosure: NON-EMPLOYEE STATUS

Provider acknowledges and agrees that this Agreement is not a contract for or guarantee of continued consultancy. Nothing in this Agreement is intended to afford Provider any of the rights, duties, or obligations of an employee of Client.

Provider shall not be entitled to any benefits that may be accorded to Client's employees including, but not limited to, worker's compensation, disability insurance, vacation or sick pay.

It is further understood by both parties that Provider is not expected to perform services or to be available on an "emergency basis", and that services will be provided within reasonable time and specified time herein or agreed by both parties at the time of request. Client also acknowledges that Provider provides digital services, and interaction will be by either email and/ or phone. Communication by phone does not

include consultations, extensive instructions and coaching. Provider will disclose if communication exceeds beyond service request or contractual agreement, at which time additional services can be negotiated between the parties.

Provider shall pay, when and as due, any and all taxes incurred as a result of Provider's compensation.

Client shall indemnify Provider, defend, and hold harmless its officers, directors, agents and employees, from and against any and all losses, claims, demands, suits, actions, proceedings and expenses (including reasonable attorney fees), including without limitation all acts of negligence, infringement and malfeasance, directly or indirectly arising out of or resulting from (a) any act or omission of Provider's related to services performed for Client under this Agreement; (b) any unauthorized use by Provider's of Confidential Information; (c) any breach of any representation, warranty, or covenant of provider contained in this Agreement, or otherwise made to Client; or (d) any failure of Provider to perform any of the representations, warranties and agreements contained in this Agreement.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, or any other writings or communications in respect of such subject matter.

Although this Agreement may be updated from time to time by Client, no modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing, specifically referring hereto, and signed by both parties.

By purchasing one of the service packages on www.flafreelancer.com, both Client and Provider acknowledge that each has read and understands all sections above.