



# RJ Lewis Digital Terms and Conditions

The terms and conditions of RJ Lewis Digital. Covering the bases...and both our asses

## Legal jargon on the use of [rjlewisdigital.com](https://rjlewisdigital.com). I promise it's English.

### BEFORE WE GET STARTED::

1. The term "user," "you" and "your" refers to site visitors, potential clients, and any other users browsing this website
2. The terms "we", "us", and "our" refer to RJ Lewis Digital
3. The term "Site" refers to [rjlewisdigital.com](https://rjlewisdigital.com) (<https://rjlewisdigital.com>)
4. The term "Service" refers to general information provided to permit you to learn more about our services and our professionals, as well as information about business and intellectual property, and information about business consulting and business operations in general.

## What you consent and agree to just by being here

Welcome to [rjlewisdigital.com](https://rjlewisdigital.com).

This Site is comprised of various web pages operated by RJ Lewis Digital. This agreement also applies to any subsidiaries of the "Site" known as "Subdomain(s)".

By visiting, browsing, and making use of content and services provided by RJ Lewis Digital you accept and agree to the terms, conditions, and notices contained herein (the "Terms") without modification.

**Please read these terms carefully, and retain a copy of them for your reference.**

## **Purpose**

RJ Lewis Digital is a consultancy geared towards providing people with resources, information, and services pertaining to their business management efforts

[rjlewisdigital.com](http://rjlewisdigital.com) is an ecommerce website, meaning that it is used to promote and sell our services and share content relevant to entrepreneurs, business management strategy, and business operations.

## **Privacy**

Just know, your use of [rjlewisdigital.com](http://rjlewisdigital.com) is subject to RJ Lewis Digital's [Privacy Policy](#). Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Electronic Communications**

Visiting [rjlewisdigital.com](http://rjlewisdigital.com) or sending emails to RJ Lewis Digital constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on the Site, satisfy any legal requirement that such communications be in writing.

## **Children Under Thirteen**

RJ Lewis Digital does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may only use [rjlewisdigital.com](http://rjlewisdigital.com) with the permission of a parent or guardian.

## **Links to Third Party Sites/Third Party Services**

[rjlewisdigital.com](http://rjlewisdigital.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of RJ Lewis Digital and RJ Lewis Digital is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. RJ Lewis Digital is providing

these links to you only as a convenience, and the inclusion of any link does not imply endorsement by RJ Lewis Digital of the site or any association with its operators.

Certain services made available via the Site are delivered by third-party sites and organizations.

By using any product, service, or functionality originating from the <https://rjlewisdigital.com> domain or its Subdomains, you hereby acknowledge and consent that RJ Lewis Digital may share such information and data with any third-party with whom RJ Lewis Digital has a contractual relationship to provide the requested product, service, or functionality on behalf of [rjlewisdigital.com](https://rjlewisdigital.com) users and customers.

## **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [rjlewisdigital.com](https://rjlewisdigital.com) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to RJ Lewis Digital that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of RJ Lewis Digital or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site.

RJ Lewis Digital content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content

without the express written permission of RJ Lewis Digital and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of RJ Lewis Digital or our licensors except as expressly authorized by these Terms.

## **International Users**

The Service is controlled, operated, and administered by RJ Lewis Digital from our offices within the Commonwealth of Virginia, USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the RJ Lewis Digital Content accessed through [rjlewisdigital.com](http://rjlewisdigital.com) in any country, or in any manner prohibited by any applicable laws, restrictions, or regulations.

## **Indemnification – the sassy version**

While we are an experienced and multifaceted agency providing software recommendations and configuration, website design and development, brand asset design, business coaching, and consulting; the owner, employees, and contractors are neither attorneys nor licensed medical professionals [read therapists..or even doctors]. Information that you consume by reading, watching, or listening to anything we say or do, especially on this website, is just that – information – and should be taken as such. We neither twisted your arm nor double-dog-dared you, so you are not obligated to do anything that you think we told you to. Furthermore, since none of us are your mama, we are not obliged to be responsible for your actions. Thank you for reading, watching, listening..whatever, but our words are not to be considered legal, or medical advice. If you are in need of either of those things, please seek out a licensed professional person in the appropriate profession. Additionally, you are agreeing that RJ Lewis Digital and the people who own, work for, and work with RJ Lewis Digital are not responsible for any losses, costs, liabilities, and expenses that you incur as a result of our words and/or our work on your behalf.

## **Indemnification – the highly serious version**

You agree to indemnify, defend and hold harmless RJ Lewis Digital, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations.

RJ Lewis Digital reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with RJ Lewis Digital in asserting any available defenses.

## **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding, or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

## **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and RJ Lewis Digital agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## **Professional Disclaimer**

**No legal, medical, or financial representation is available at RJ Lewis Digital or on [rjlewisdigital.com](http://rjlewisdigital.com).**

While we are an experienced and multifaceted agency providing software recommendations and configuration, website design and development, brand asset design, business coaching, and consulting; the owner, employees, and contractors are not attorneys, licensed medical professionals [read therapists..or even doctors], or licensed financial advisors.

Information that you consume by reading, watching, or listening to anything we say or do, especially on this website, is just that – information – and should be taken as such. We neither twisted your arm nor double-dog-dared you, so you are not obligated to do anything that you believe we told you to. Furthermore, since none of us are your mama, we are not obliged to be responsible for your actions. Thank you for reading, watching, listening..whatever, but our words are not to be considered legal, medical, or financial advice. If you are in need of any of those things, please seek out a licensed professional person in the appropriate profession.

## **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE

INFORMATION HEREIN. RJ LEWIS DIGITAL AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

RJ LEWIS DIGITAL AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. RJ LEWIS DIGITAL AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RJ LEWIS DIGITAL AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF RJ LEWIS DIGITAL OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

## **Termination/Access Restriction**

RJ Lewis Digital reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Virginia and you hereby consent to the exclusive jurisdiction and venue of courts in Virginia in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and RJ Lewis Digital as a result of this agreement or use of the Site. RJ Lewis Digital's performance of this agreement is subject to existing laws and legal processes, and nothing contained in this agreement is in derogation of RJ Lewis Digital's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by RJ Lewis Digital with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and RJ Lewis Digital with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and RJ Lewis Digital with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## **Additional Terms – Product and Services Agreement**

1. The terms "client", "customer", and "owner" refer to site visitors that have paid for or are otherwise in receipt of products and services up to and including but not limited to consulting, coaching, information, or virtual administrative duties.



2. Additionally, the terms "Contractor" and "team" also refer to RJ Lewis Digital

The following Terms define the client or customer agreement ("Agreement") upon purchase, receipt, or gift of product or services.

## **Cancellation and Refunds**

BOSS AF subscribers may cancel anytime before their next renewal. They may do so manually by logging into the Site and hitting cancel on the "My Accounts" page ([rjlewisdigital.com/my-account](http://rjlewisdigital.com/my-account)) or simply contact the team via email at [team@bossaf.biz](mailto:team@bossaf.biz) and we will assist you in completing this task.

Cancellations within 30 days of purchase may request a refund. If we have rendered services we will provide you with a summary of services rendered and process a partial refund with the cost of work amount withheld.

Possible services rendered may include, but are not limited to:

- set-up and/or strategy meetings;
- platform research, configuration, or development;
- website design and development;
- brand asset design and creation; and
- virtual technical assistance

Limited-scope/limited-timeline, schedule-based engagements including, but not limited to the 45-day Done-for-you and BOSS Done-in-a-Day services must be canceled at least 72-hours prior to the scheduled meeting in order to be eligible for a refund. Customers may reschedule within 26-hours without penalty.

**Short-notice cancellations and schedule changes are subject to an inconvenience fee.**

Proposal-based projects are subject to the following cancellation policy. You may cancel our agreement at any time by providing us with 30 days written notice and making sure that all of your current fees are paid-in-full. If we intend to cancel the mutual agreement, we will afford you the same courtesy and provide you with 30 days written notice. Please understand that all projects require us to make a dedicated allotment of our time to you, so we will issue you a final bill upon cancellation that includes all completed work and a termination fee of no less than \$175.

## Payment expectations

Products and productized services are paid in advance via the website e-commerce and are subject to the cancellation and refund guidelines detailed above.

## Project-based payment expectations

The team here at RJ Lewis Digital is committed to helping business owners, their stakeholders, and their teams to create successful strategies for getting things. Our entire proposal provides you with a detailed summary of how we plan to do that with you – a love letter in plain old English about how technology is our jam! If you have a proposal, then you have more than likely met us and you have seen firsthand how excited we are to work with you – yes?

It is vital to both of us that you pay your invoices immediately. We will hold your start date without a deposit for five calendar days. After that, we will have to give priority to another client and we will have to reschedule your project for the next available start date.



Payment schedule. Unless a subscription option is provided, payments are assigned as follows:

- Deposit: 50% of the total project cost is due upon acceptance of the estimate
- Final Payment: The remaining balance is due in 30 days

Once the deposit payment has cleared, you receive full access to the project management space along with directions for providing the team access to your systems so that the work can be initiated.

If at any time you are unclear on what to do, please contact us immediately by clicking "HELP!" in the main menu of the Site and requesting assistance. If it is after hours, you will receive a reply via email within 24 business hours.



Unfortunately, we cannot be placed on hold indefinitely in the event that you are unable to provide your content. If you have not provided appropriate access and/or content within 10 days of entering this agreement, you will be asked to schedule a consultation - at no additional charge - so that we can attempt to devise a solution that better fits your immediate needs. Should you fail to maintain communication and forward progress beyond 30 days, your project will

need to be rescheduled and your deposit will be forfeit. Attempting to hold our resources beyond that is unfair to other clients, as well as the team. We have learned from experience that this kind of uncertainty creates nothing but friction and complicates, or even sours a successful working relationship.

We are under no obligation to keep your workspace open, or any deliverable work available to you. Should you fail to pay any invoice by the close of the project scope, we reserve the right, but are not obligated to complete the following tasks:

1. Add an inconvenience fee of 25% to the overdue invoice(s).
2. Engage collections against you for the outstanding balance.

### **What is your role as a client?**

As the person entering into this agreement, you are confirming that you have the competence, power, and ability to agree to these terms on your own behalf, or that of your company, or organization.

- You agree to provide RJ Lewis Digital with the tools necessary to complete the work as and when it is needed and in the format, or platform requested, up to and including authorization to access any systems necessary to carry out our duties.
- You agree to review the work and provide feedback in a timely manner.
- You agree to pay for my work. (Yes I know that should be a given, but the whole point of a contract is to put it out there).

### **What is our role as the contractor?**

RJ Lewis Digital will maintain the confidentiality of any information that you provide. We have the experience and ability to perform the services you need and will carry them out in a manner that is professional and cost-effective. You may have been provided you with a fee estimate with our observations of

- your goals,
- the tasks associated with achieving your objectives,
- the time required to complete these services, and
- the costs associated with your project.

You are free to determine which of those solutions and subsequent fees will actually apply to this project prior to accepting the estimate. Our number one priority is to fulfill your needs and provide services necessary to achieve the outcomes that we set for this project.

## **Scope of work (as applicable)**

Upon written approval of a proposal document and payment, **or** payment and agreement to terms in the case of a productized service, we will consider the project requirements to be firmly set and put your timeline and start date in our schedule. This is the scope of that particular project. If you request additional products and services, they will require a separate agreement and separate invoicing. The goals, desired outcomes, and technology of each project vary. Based on our experience, we have further outlined some guidelines to set your expectations of common experiences:

## **BOSS AF Implementation Scope**

- The implementation timeline is either quarterly or annually, based on client selection
- Monthly system process design and action plan development
- Software recommendation and configuration up to and including:
  - Customer/Client Relationship Management (CRM)
  - Project Management
  - E-Commerce
  - Email Marketing
  - Website platforms
  - Marketing Automation
- Five (5) hours of virtual technical assistance per month
  - Design work (images, social assets, PDFs, flyers)
  - Workflow setup and support
  - Email campaigns
  - Webinar setup and on-site assistance (must be requested beforehand)
  - Scheduling application setup

- Website updates

## **Boss Level Breakthrough Implementation Scope**

- Design download(s)/handout(s) to match your brand
- Webinar setup - including landing page design to match your brand
  - Supported webinar platforms: WebinarJam, Easy Webinar, Demio, Zoom, Bluejeans, Streamyard
  - Supported landing page platforms: Converkit, Mailchimp, Leadpages, Kajabi, Podia, Kartra, Clickfunnels, Wordpress (Elementor or oxygen builders only), Cartflows (for WordPress), Squarespace, Wix, Square (weebly), GoDaddy Builder
- Email campaign setup
  - Supported platforms: Mailchimp, Convertkit, Active Campaign, Infusionsoft, Drip
- Scheduling application setup
  - Supported platforms: Acuity, Calendly

## **Other Applicable Implementation Scopes**

### **Proprietary Information**

You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs, and other data you provided unless someone else owns them. We own the XHTML markup, CSS, and other code and we license it to you for use on only this project.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on websites, in magazine articles, and in books about design and development.

### **Design**

Should your project require the design of visual elements, we agree to provide one or more mockups for each requirement with the opportunity for you to make up to two rounds of revisions for the idea that you pick. If you are not happy with the design after those revisions, you may either discontinue the service or continue to commission RJ Lewis Digital to make further design revisions at the hourly rate set out in the estimate.

## **Development**

This project may include web development with HTML markup, CSS templates, and PHP coding for the content management system. We will use these technologies to create web page layouts that reasonably match your design specifications. You will have the opportunity to make up to two rounds of revisions to the layout of your website. If you are not happy with the look and feel of your website after those revisions, you may either discontinue the service or continue to commission RJ Lewis Digital to make further design revisions at the hourly rate set out in the estimate.

## **Deadlines & Deliverables**

Together, you and a member of the team will review and refine the timeline of milestones geared towards the goal of completing your project. We will implement a project management process for you to submit requests for changes, review and approve our work and keep track of the development of the project. If we have any questions about a request, we will contact you immediately for clarification. Our processing time depends on your approval, or notification of changes to your project, and we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or requested changes to our work at any stage of this project. Communication works both ways. If at any time there is a processing delay on our end that will affect the deadline, we will let you know. At any time, you may request that we issue a final invoice for all completed work. Upon receipt of that payment, we will consider the project completed.

## **Changes and revisions**

We have no desire to limit you to your first idea about how something should look, or how it might work. Throughout the course of this project, you will be presented with options, opportunities to change your mind, and our estimate of the time and resources that will be necessary to accomplish everything that you have stated you want to achieve. This agreement provides for up to two rounds of revisions to the designs and

features that we develop. If you do want to change your mind beyond that, there won't be a problem, but there will be a fee AND these changes may result in project delays. You will be responsible for any additional expenses that we might incur on your behalf in the performance of our duties. You will be provided access to our project management system. We expect you to request all changes via that medium.

## **Browser Support**

The landscape of web browsers and devices changes regularly and our approach is to look forward, not back. With that in mind, we will test all markup and CSS in current versions of all major desktop browsers to ensure that we make the most of them. Users of older, or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software. For example, people using Microsoft Internet Explorer will experience a typographically focussed design with no layout. We will also test that these templates perform well on mobile devices.

We will not test old or abandoned browsers unless otherwise specified. If you need us to consider these older browsers, additional fees may apply.

## **Photographs**

You will supply us with any necessary photographs in the format that is needed to complete your project. If you choose to buy stock photography, we can suggest vendors of stock photography. If we purchase photographs on your behalf, you will receive the licensing and the charges will be applied to your invoice.

## **Text Copy**

We may have written a best-seller (we haven't), but we are not responsible for writing or inputting any text copy unless it is specified in your proposal as a solution. We'll be happy to help as requested, though additional fees may apply.

## **Website Hosting**

You may already have professional website hosting, you might even manage that hosting in-house; if that's the case, great. If you don't, we can set up an account for you, or you can find a web host for yourself. We reserve the right to charge you a one-off fee for installing or migrating your site on a server.

## **What is not included in the project scope?**

### **Copyright Infringement, or other violation of intellectual property laws**

We will not be able to copy someone else's work for you. Any materials subject to copyright will need permission from the owner. Any request to alter someone's copyrighted material will require a license in order for us to do so as well. The bottom line here? We will not agree to do something for you that we think is morally reprehensible.

### **Search Engine Optimization**

Although a website will increase your opportunities to grow your business, we cannot literally provide you with website traffic. We will take the time to populate your site with an accurate description and keyword meta tags, but we are not a search engine optimization strategist and we cannot guarantee that you receive a high search ranking. Advertising setup is not the same as search engine optimization and we do not provide it. Just so that you know, that [ad strategy and setup] will cost you money over and above paying for your website or even paying for the ads themselves (aka ad spend).

### **Content Management**

Unless otherwise stated in your service implementation scope or proposal, website maintenance is not included in this agreement. Editing, revision, update, and input of new and existing content would require a separate agreement and would be invoiced independently.

### **Technical Support**

Unless otherwise stated in your service implementation scope or proposal, tasks such as managing your server, website hosting, and any other support issues are also not a part of this process.

### **A Warranty**

We can't guarantee that the functions contained in any web page templates, or in a completed website will always be error-free and so we can't be liable to you, or any third party for damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate your website



and any other web pages, even if you have advised a representative of RJ Lewis Digital of the possibilities of such damages.

We will see that the final deliverables that we provide to you are uniquely made, or properly licensed for your commercial use. We accept your guarantee that any materials you provide are legally approved for your use as well and as such, we are not liable to you, or any third party for damages, including lost profits, lost savings, or other incidental, consequential, or special damages arising out of the use of, or inability to use the final collateral pieces in whole, or part.

No waiver of any provision constitutes a waiver of any other provision of this Agreement. Also, no waiver is binding unless agreed to, in writing by both parties.

If any provision of this agreement shall be unlawful, void, or for any reason is unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

## **Other provisions and limitations**

### **Employment, Representation, and Warranties**

Our role in this agreement is as an independent contractor. Neither party is granting the other employment, principle partnership, or benefit of a joint venture. Neither you, nor RJ Lewis Digital have any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

You are obligated to compensation based on this Agreement, but not required to withhold income taxes on our behalf.

Furthermore, we agree that there is no employment contract or other contractual obligation that prevents us from entering into this Agreement or from performing our duties, fully under this Agreement.

RJ Lewis Digital will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

### **Successors and Assigns**

The provisions of this Agreement remain binding and inure to the benefit of any person, Company, or other entity which succeeds to purchase, acquire or accept assignments of

all or substantially all of the assets or outstanding stock of the Company, whether by agreement or operation of law.

## **Dispute Resolution**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Chesterfield County, Virginia. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Chesterfield County, Virginia. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

## **Advice of Counsel**

You acknowledge that you have had the opportunity to consult with, and have consulted with, or otherwise waive your right to consult with, independent counsel with respect to your rights and obligations under this Agreement.

## **Governance**

This Agreement constitutes the entire agreement between both parties pertaining to its subject matter and supersedes all prior agreements, representations, and understandings of the parties. No supplement, modification, or amendment is binding unless it is executed in writing by all parties.

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Virginia.

## **Headings**

The headings and/or captions used in connection with this Agreement are for reference purposes only and shall not be construed as part of this Agreement.

## **Don't forget!**

Thank you for reading ALL of this. By simply being here or any other page on the Site, you are agreeing to the terms of use of this website, [rjlewisdigital.com](http://rjlewisdigital.com) as they are listed

here. Should you elect to become a client, you are agreeing to terms of working with RJ Lewis Digital as they are listed here as well.

## **Changes to Terms**

RJ Lewis Digital reserves the right, in its sole discretion, to change the Terms under which <https://rjlewisdigital.com> and its products and services are offered. The most current version of the Terms will supersede all previous versions. RJ Lewis Digital encourages you to periodically review the Terms to stay informed of our updates.

## **Contact Us**

**RJ Lewis Digital welcomes your questions or comments regarding the Terms:**

### **RJ Lewis Digital**

PO Box 2923

Chester, Virginia 23831

Email Address:

[hi@rjlewisdigital.com](mailto:hi@rjlewisdigital.com)

Telephone number:

[7078937553](tel:7078937553)

Updated: **August 30, 2021**