

BY MAKING A PAYMENT, YOU ARE AGREEING TO THE FOLLOWING TERMS:



This contract is a legally binding agreement between the Client purchasing this service and BlueCheck Marketing Studio, LLC (the "Consultant"), designating the Consultant as Social Media Manager for thirty days. Services begin on the date designated by the client and end thirty business days from the date specified.

Agreement

- The Consultant will perform the services included in the Client's selected Social Media Management Service plan for the purpose of enhancing the online/social media presence of the Client.
- The client will compensate the Consultant for said services by either paying the listed service cost in full or commit to a bi-weekly payment plan by submitting a 50% deposit upfront with the remaining 50% balance due 14 traditional calendar days from the initial payment. (See Section 3 For Details & Late Fees)

This agreement is binding for an initial period of thirty days and will continue in thirty day increments thereafter so long as both parties should agree.

Terms

1. DURATION:

After the development of the campaign strategy and content calendar, The Consultant will render services to the Client for an initial period of thirty (30) consecutive **traditional calendar** days. In the event that the client has less than 1000 followers on any given platform at the start of the service, the Consultant may have thirty (30) days to *establish* a presence on behalf of the organization/person across all agreed upon platforms. During this time, the Consultant will work to establish what techniques will work best for the organization/person. After the first thirty (30) days, the Client is welcomed to submit new campaign topics with the request to continue the service.

2. SERVICES:

The services outlined within The Client's selected Social Media Service Plan as listed on The Consultant's website www.bluecheckstudio.com (at the time of The Client's first payment submitted) represent a complete list of the Consultant's contractual obligations. The Consultant may elect to provide additional services at their discretion when deemed necessary. Should this occur, the Client will not be billed for additional tasks unless notified. However, the performance of additional services in one instance does not obligate The Consultant to provide such additional services in the future.

3. COMMITMENT & COMPENSATION:

- **LATE FEES:** All payments that are not submitted on the date(s) assigned will be fined a \$25 late fee. All services will cease to be provided until the past due payment **and** the late fee are received. – Once payment for the period has been made in full, the consultant will resume provision of services.

- All payments must be submitted in USD via the Consultant's website www.bluecheckstudio.com or an online invoice sent by the Consultant via the platform they prefer at the time of payment.
- No refunds will be provided after the strategy development process has begun.
- Should the Client choose to cancel the service before the 30-day service period ends, the Client is aware that no refunds are not provided after the design and strategizing process has started.
- Any Client who ends the service abruptly without communication service before the 30-day service period ends will be prohibited from returning as a Social Media Management client.
- If the Client chooses to cancel the service after the final installment in a bi-weekly payment plan has been submitted, no refunds will be provided since the total cost of the service covers the strategizing, designing, and planning of a full 30 days of content and service for a month in advance. The Client's entire month of strategy and content will be planned and designed in advance, with all posts pre-scheduled using online systems, which entitles The Consultant to the total cost for completing a full month's work upfront - no matter when The Client decides to cancel the service.

4. ACCOUNT ACCESS & AUTHORIZATION

- The Consultant is authorized by the Client to assume the identity of the Client in all social media interactions on the Internet including, but not limited to, status updates, blog posts, online forum discussions and message board posts, comments, responses to user comments and emails. – The Client will demonstrate this authorization by providing URLs, usernames and passwords for all its social mediums.
- The Consultant will hold the Client's URLs, usernames and passwords in confidence. The Consultant will not share this information under any circumstances, nor will The Consultant sell this information to a third (3rd) party.

5. RIGHTS TO CREATED CONTENT

- The Client will retain the right to all content created by The Consultant for the Client, while under contract, ad infinitum. However, the Client may not distribute for profit any content created by The Consultant for the Client, while under contract, without the written consent of The Consultant.
- Furthermore, The Consultant will retain the right to use and re-use any and all content created by The Consultant for the Client, while under contract, for the purpose of (1) providing samples of The Consultant's work or (2) instruction – including, but not limited to, presentation, lectures, webinars and published material in any medium. This content may also be used and re-used for inspiration as this service is provided to other clients.

6. REFERRALS

- It is extremely important to the Consultant that the Client is supremely thrilled with the work and the results the Client is getting. If the Client is not fully

satisfied with any element of the social media managing services provided, the Client agrees to bring this to the Consultant before anyone else so that the appropriate corrections can be made.

- In the event that the Client refers a new person/organization who successfully purchases this service, the Client will be provided with store-credit from BlueCheck Marketing Studio, LLC. in increments of \$20 per successful referral. A successful referral is defined as any client who is new to this particular service and submits a successfully processed payment for this service.

7. LIABILITY WAIVER

- Establishing a social media presence and initiating a two-way flow of communication between the Client and the public can have unintended consequences on the Client's reputation. Should this occur, the Client waives its right to hold the Consultant responsible for any damage and/or liability that may arise from the Consultant's actions on behalf of the Client. - If, at any time, the Client does not agree with actions taken by the Consultant on their behalf, they must notify the Consultant in typed format. The Consultant will then post a retraction and apology across all affected platforms within one business day.

8. CANCELTION POLICY

- Once the thirty (30) days of service have transpired, either party may opt to conclude the agreement without penalty. Otherwise, the two parties may extend the existing agreement in thirty (30) day increments so long as both parties shall agree.
- Should the Client choose to terminate the contract without cause prior to the end of the initial thirty (30) day period, the Client must present the Consultant with a written or typed notice of termination and compensation equal to the number of days worked.
- Should the Client choose to terminate the contract before the 30 day service period ends, the Client is aware that no refunds are not provided after the design and strategizing process has started.

By signing this binding agreement, the Consultant will hereby concur with everything that has been written and will adhere to it. By sharing social media passwords and making payments, the Client displays that they agree to abide by the terms of this contract.

All sections of this legally binding letter of agreement are written in accordance to the local and national American laws that govern a transaction of its kind. All payments and signatures should be regarded as verification from both parties that all information in this agreement is correct, all conditions are agreed upon, and that the Consultant will receive all payments indicated in this contract. The Client is entitled to an updated invoice documenting each transaction and, by making a payment, agrees to all financial conditions including late fees.

LETTER OF AGREEMENT: SOCIAL MEDIA MANAGEMENT & CONSULTING



Designers' Signatures:

DATE: January 1, 2021

We, Destiney Gary & Anthony Ivery, understand that we are providing paid electronic services and acknowledge all American laws presiding over this transaction.