

InnovCare Terms of Service

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Herein the “client” will be the customer receiving services or products from Innovative Care Solutions LLC and the “contractor” will be Innovative Care Solutions LLC. Hourly rate is defined as \$80/hour for all general website services and \$125/hour for all technical services will herein be known as “hourly rate”. Operating and Mailing address (herein known as “operating address”) of Innovative Care Solutions LLC is:

Innovative Care Solutions LLC
3300 Holcomb Bridge Road Ste 272
Norcross, GA 30092

InnovCare’s operating phone number is (770) 300-0244 and is herein known as “operating phone number”.

This document is an agreement between Innovative Care Solutions LLC (d.b.a. and herein referenced as InnovCare, InnovCare LLC, Innov) and its clients. It covers the terms that InnovCare does business with its clients unless explicitly stated in the agreement or contract between InnovCare and the client (agreement herein referred to as the “client contract”). If a provision of the client contract overrides any specific clause in the terms of service then all other clauses in the terms of service are still applicable. If the clause that is overridden by the client contract is updated then that clause is still dictated by the terms of the client contract.

All currency is in US dollars.

1. Modifications to the Terms of Service:

- a. InnovCare has the right to modify without notice this terms of service document. Current terms of service are publicly posted and can be viewed at the InnovCare website: <http://www.innovcare.com>. If the terms of service are modified then they become applicable 24 hours after the post date. If you are not able to view the terms on the website then you may ask for a printed copy to be mailed to you by sending a written request to the “operating address”. You may not request a written copy to be mailed to you with frequency higher than once every thirty days.

2. Policies and Procedures

- a. It is the policy of InnovCare not to transfer any websites, printed materials, etc. developed that are completed or in process if there is a withstanding balance.
- b. We do not tolerate the use of our services to promote any immoral or illegal activities.

- c. We neither support nor are we responsible for third party contractors that you may employ or purchase services from. We will make every possible effort to help you provided that we are being compensated at our hourly rate.

3. Termination of Contracts

- a. The Client or InnovCare can extract themselves from a contractual obligation at any time but must provide cause and written notice of the termination of this agreement at least 24 hours before it takes effect. If this occurs, client must also provide payment to contractor for work completed, items purchased on behalf of client or for project, reorganization of resources that occurred up to that date, and the costs (if significant) of deactivating the project and transferring all items and documents made on behalf of client. The amount of payment is determined by the payment schedule in the client contract and any parts that were completed for any incomplete deliverable. If client has a positive balance with InnovCare this amount will be deducted from the amount owed and this will be reflected in their payment amount.
- b. If there is a delayed payment schedule and if the client contract is terminated by either party, client must provide payment for services rendered at the applicable hourly rate for all work done to date, reimburse InnovCare for all items purchased on behalf of client or for project, any reorganization of resources, and the costs (if significant) of deactivating the project and transferring all items and documents made on behalf of client at the time of termination of this agreement regardless of the terms of the payment schedule. If client has a positive balance with InnovCare this amount will be deducted from the amount owed and this will be reflected in their payment amount.
- c. Upon successful termination where InnovCare is reimbursed fully by the terms detailed in clauses (a) and (b) of article titled “Termination of Contracts”, InnovCare will then assemble and transfer to client all materials directly relating to their project minus proprietary programs and programming owned by InnovCare. Until successful termination all items are the property of InnovCare and no items may be transferred before successful termination.

4. Termination of Service

- a. InnovCare provides services and products to its customers at its discretion. InnovCare reserves the right to refuse to provide continued services at its sole discretion with or without providing cause. InnovCare must provide written notice if and only if InnovCare and client are bound by contract as dictated by provisions in the article titled “Termination of Contracts” of this document. In severe cases we will decline service immediately and provide written notice following refusal of service (i.e. if we are asked to perform illegal or immoral actions on behalf of client).
- b. If a client’s hosting services must be terminated for any reason, InnovCare must notify client of the pending termination of their hosting account. Depending on the severity of the case, InnovCare may deactivate the hosting and websites/ftp/email services within it before notification to client. For less

severe cases, if client is asked to move their website/ftp/email to another location for valid reason, client will be provided at least one business week to do so. It is not the responsibility of InnovCare to move a client's website/ftp/email if this occurs.

5. Invoices

- a. Invoices are sent out to clients on one of the following schedules depending on account activity: 1) Bi-weekly, 2) Monthly, 3) On Completion of project or job. Invoices provided by InnovCare are current aggregate invoices and so it is only necessary to pay the last invoice to stay current.
- b. Invoices are expected to be paid between 15-30 days of invoice date.
- c. Payments should be sent to InnovCare's operating address.
- d. Questions should be directed to InnovCare's operating phone number or can be sent to billing@innovcare.com.
- e. Billing questions must be made promptly within two weeks of invoice date and must be resolved before 30 days after invoice date. Billing questions do not delay the penalties of unpaid invoices outlined in the article titled "**Penalties**" of this document.
- f. Clients may have several projects with InnovCare at any given time. InnovCare reserves the right to pull from the payments made on one project to pay for another project where the payments are overdue or may be subject to penalty.
- g. Clients may ask to have their current invoice sent to them at any time by making a request through billing@innovcare.com, calling InnovCare's operating phone number, or mailing a letter to InnovCare's operating address. You may not request copy of your invoice to be mailed to you with frequency higher than once every thirty days.
- h. If the amount paid by client exceeds the client's balance, it will be held by InnovCare and automatically applied to any future invoices of this client such as those for future work completed and hosting. At any time, if client has a credit, they may choose to have it sent to them in the form of a check assuming they have no projects or tasks in process. Please allow seven days to process and send the check.

6. Payments

- a. Credit Card Payments – A charge of **3%** will be charged for credit card transactions over \$100.00.
- b. Returned Checks – If a check used for payment is returned to us, we charge a fee of \$35.00.

7. Penalties

- a. A penalty of 1.5% per month will be applied for invoices that are 30 days past the invoice date and remain unpaid. If client fails to make full payment for 45 days a notice will be sent out or a call will be made notifying client that they are overdue.
 - i. If client fails to make full payment within 60 days, InnovCare reserves the right to deactivate client's website and/or discontinue services/support until client makes full payment of their

- balance. If deactivation takes place, client will be billed hourly both for the deactivation of their website and the reactivation of their website with a minimum of \$100. These additional deactivation costs must be paid by client before website is reactivated.
- ii. If client fails to make payment within 45 days, InnovCare reserves the right to discontinue services and/or withhold support at its discretion. It is the policy of InnovCare not to transfer any websites, printed materials, etc. developed that are completed or in process if there is a withstanding balance.

8. Contracts

- a. All contracts are bound by the terms of service whether stated in the contract or not.
- b. Client contracts may override the articles or clauses of this document but must be explicit naming both the article, clause, and/or subclause and terms for each item overridden.
- c. Payment schedule items must be paid on the date they are due and are not subject to the 15 day or 30 day payment period. We provide a seven day grace period after date due listed. After this grace period, work on project covered in client contract will cease until payment item is made. We have the right to refuse support and refuse to transfer materials/ information relating to the account if the grace period has lapsed.
- d. Time Estimates - The estimated date of completion is an estimate and not a hard requirement due to the unpredictability of the development process and its heavy dependence on 1) a fixed design, 2) the turnaround time and acceptance of produced items by the client, 3) other factors, and 4) factors out of our control such as acts of providence.
- e. Estimates – The estimates provided relating to the number of hours tasks, projects, or jobs will take are educated guesses and are neither ceilings nor hard quotes unless otherwise stated in the contract.
- f. If changes occur during the development process that may affect the budget or development time client will be consulted before change to development process is implemented. Also note that budgeted hours or funds may be shifted between items in the same project.
- g. In the event of business purchase or transfer of ownership of the client's company or organization, the client contract and its obligations also transfers to the new owners.

9. Hourly Services

- a. All projects, jobs are billed at the hourly rate unless explicitly stated in the client contract. We will bill for anything that relates to your project including and non-withstanding: Meetings, Purchases, Research, Maintenance, Support, Hosting changes, Mailing, Email responses, Telephone support, Modifications to website, Website construction, Graphical Modification, Graphic Design, etc.
- b. If you ask us to perform any action on your behalf, we will be billing you at the hourly rate for the time taken unless we explicitly state that we are not billing you to perform the action/task.

- c. If you have questions about the hourly services that we provide, please either contact billing@innovcare.com or call our operating phone number for further assistance.
- d. Minimum billable amounts
 - i. 15 minutes of billable time for actions taken on behalf of client such as changes, modifications, support, etc.
 - ii. 30 minutes of billable time for meetings at clients location or place of business
 - iii. 15 minutes of billable time for telephone support
 - iv. Email support is free unless actions must be taken on client's behalf then 15 minutes of billable time are applicable
 - v. All items will be billed in 15 minute increments.
- e. Purchases made on behalf of client will be billed directly to client. Hourly rates apply only to the amount of time it took to make the purchase.

10. Hosting

- a. InnovCare provides hosting services to its clients as an added service. It does not make any guarantees as to uptime, security, or safety of the hosting account.
- b. Backups are not made of the server on a routine basis. If backups are made, there is no obligation on behalf of InnovCare to retrieve, repair, or rebuild any data that is lost.
- c. It is the obligation of the client to provide the services needed to move their website from our server if they ever choose to move their website. We will only provide them the information to do so. We will not perform any of the actual services to move their website.
- d. If client chooses to host their website on a third party host, we are not responsible for any loss of data, incompatibility, or inability to make their host work with your website. We only guarantee that it will work on a typical PHP/MYSQL compliant server. We also make no guarantees to your website's operation on a third party server.