

# TERMS OF SERVICE

PO BOX 729

Evans, Georgia 30809

800.292.2622

[info@rps.pro](mailto:info@rps.pro)

[www.rps.pro](http://www.rps.pro)

*Richardson*

PROFESSIONAL SOLUTIONS

# TERMS OF SERVICE

You, the Client ("Client"), wish to be provided with the Services defined in the separate "Services Agreement" by Richardson Professional Solutions, LLC ("RPS") and RPS agrees to provide those Services to the Client on these terms and conditions:

*Appointment as a Contractor.* RPS is an independent contractor, not an employee. As such, you are not held to the obligations of an employer such as annual leave, payroll tax, etc. However, the following rights are upheld, consistent with an independent contractor status: RPS has the right to perform services for others during this engagement; RPS has the sole right to control and direct the means, manner, and method by which the services are performed; RPS has the right to hire assistants, and/or use employees and contractors to provide the services required; This engagement does not create a partnership relationship; RPS nor the Client, have the authority to enter into contracts on the other's behalf.

*Business Hours.* RPS is generally available to provide Services during the normal business hours of 8:00 AM to 5:00 PM EST Monday through Friday, excluding national holidays. After-hours services are not included under this Agreement and may result in additional charges.

*Confidentiality.* Neither Party will disclose any information of the other which comes into its possession under or in relation to this Agreement and which is of a confidential nature. RPS will not at any time or in any manner, either directly or indirectly, use for the personal benefit of RPS, or divulge, disclose, or communicate in any manner any information that is proprietary to the Client including but not limited to the customer lists, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets. RPS will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, RPS will return to Client all records, notes, documentation, and other items expressly belonging to the Client that were used, created, or controlled by RPS during the term of this Agreement with the exception of items purchased by RPS and not reimbursed by the Client. Scope is limited to items that are non-proprietary in nature to RPS.

*Data Compromise.* It is the Client's responsibility and obligation to RPS to notify our team IMMEDIATELY if there is a possibility, sign, or suspicion of a compromise of data, machine, website, software, etc.

*Disregard of Recommendations.* Our team strives to be an extension of your team and a trusted advisor. If you/r organization continues to disregard our recommendations, putting your organization/data/employees or our organization/data/employees at risk, we have the right to terminate the relationship with a thirty (30) day written notice.

*Fees.* Any fees associated with an agreement do not include additional charges instituted by a third party. Examples include, but are not limited to: website domain costs, website hosting fees, accounting software subscription or payroll fees, print fees, filing fees, etc. Fees expressed in a proposal are based on an estimated number of hours of work to complete the project/work to the point that we understand it at this stage. If the scope and/or deliverables change during the course of the project, the expected fee may change and will be discussed to evaluate the continuation or termination of the project. Hours spent outside of scope work will be billed at the proper hourly rate related to the project.

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*Hardware.* All hardware is required to be under warranty. Our team is available to serve as a liaison between you, the Client, and third-party warranty providers. Reference separate IT Master Services Agreement.

*Internal and Accounting Controls.* We advise that the responsibility for the maintenance of a business accounting system and internal control systems rests with the Client, including the protection of and prevention against fraud as well as computer file backup. If any material weakness in the accounting system or internal control systems comes to our notice, we will advise accordingly. It is important to remember that the Client is personally responsible for the information contained in any statutory return and that the Client must retain all necessary supporting documentation to substantiate the transactions. RPS will not take responsibility for any failure on Client's behalf to maintain adequate records. It will be the Client's responsibility to ensure the completeness and accuracy of the records and information supplied and to provide explanations on any item questioned in the course of the agreement. This is necessary to ensure the accuracy of the financial information compiled under this agreement.

*Late Payments.* The Client shall pay invoices upon receipt. Failure to do so will result in a 10% late fee added to any payment received after twenty-five (25) days. Please see the Termination for Non-Payment section below for possible actions after twenty-five (25) days of non-payment.

*Limitation of Liability.* RPS will not be liable for loss of business or clients, perceived loss of business or clients, damage, or delay of a project due to circumstances beyond RPS's control. Such circumstances may include (but are not limited to) acts of God, public unrest, power outages, and inability to contact the Client. In the event of such loss, damage, or delay, RPS will make every effort to notify the Client immediately.

*Materials.* The Client will provide all content, outlines, photos, product images, etc., necessary for any special projects. Source material must be clear and legible. The Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful, and complete information necessary for RPS to perform or complete the Services. The Client ensures that the necessary permissions to use provided materials have been obtained.

*Miscellaneous.* This Agreement constitutes the entire understanding between the Parties relating to the above-mentioned Services and supersedes all prior representations, negotiations, or understandings with respect to those Services. In the event of a dispute, this Agreement shall be governed by the laws in the jurisdiction of RPS (Columbia County, State of Georgia, United States of America).

*Morality Clause.* Clients are expected to treat our team members with respect in support of our Core Values and the Golden Rule. If a situation occurs where blatant disrespect of our team is experienced, we have the right to terminate the relationship. Situations that involve unethical or illegal practices may result in termination of the relationship without notice and/or the involvement of law enforcement and legal action being pursued.

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*Non-Solicitation.* Client agrees to not directly or indirectly approach, solicit, entice, or attempt to entice any employee or subcontractor of RPS during the term of this agreement and for a period of one (1) year after termination without RPS's consent. Failure to adhere to this requirement may result in legal action being taken and/or settlement of three month's revenue. This includes gifts of appreciation in excess of \$25 annually.

*Password Requirements.* Should Client decide to provide RPS access to any of its business and/or personal accounts, Client does so entirely at its own risk, and Client acknowledges that it is solely and fully responsible for ensuring the security of its data. The client will be solely responsible for any loss, liability, or violations that might occur as a result of such access. Password sharing via LastPass or a comparable password manager is recommended. As part of our commitment to maintaining the security and integrity of client accounts, we require that all passwords provided to us meet our minimum-security standards. These requirements align with our internal IT controls, which ensure passwords are robust and resistant to unauthorized access. If a password provided by the client does not meet these standards, we reserve the right to modify it to ensure compliance with our security protocols.

*Payment Types:* We are happy to accept QuickBooks payments, checks, ACH transfers, and all major credit cards.

*QBO Auto Pay:* Automatic payment options are available through QuickBooks Online to make the recurring invoicing payments easy! If you have questions or need assistance switching to auto payments in the QuickBooks Online environment, take a look at [this helpful blog](#).

*Relationship of the Parties.* The Parties acknowledge and agree that the Services performed by RPS, its employees, sub- contractors, or agents shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or otherwise between the parties. It is understood by the parties that RPS is an independent contractor with respect to the Client and not an employee of the Client; therefore, the Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits. Reference "Appointment as a Contractor".

*Rush Fee.* Some requests needed within 24 hours may incur a 'rush fee' (i.e. time charged at double time). This will be communicated at the time of the request and will require the Client's consent before moving forward with fulfillment.

*Services Location.* Services provided under this Agreement will be provided remotely, with email or text messaging as the primary form of communication. Other methods such as phone calls, video conferencing, or face-to-face meetings are also available but may require lead time (meeting time and travel time are considered working hours).

*Software Limitations.* Project designs, support, and execution will be met to the best of our ability pending restrictions presented by the software.

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*Software Subscriptions.* Our team serves as a reseller for many third-party software providers. If we are reselling your organization software, and our relationship changes or ends, it is expected that you continue to reimburse us for your software subscription(s) or move the subscription(s) to a standalone contract with the provider.

*Software Support.* We will provide support for any software applications that are licensed through us. Such software ("Supported Software") will be supported on a "best effort" basis only and any support required beyond Level 2-type support will be facilitated with the applicable software vendor/producer.

*Taxes.* As a contractor, RPS shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll-type taxes applicable to such compensation.

*Terms and Termination.* This Agreement shall be effective for the dates listed in the separate Agreement unless terminated sooner. Either party may terminate this agreement upon thirty (30) days' written notice to the other party. If the Client terminates this agreement for any reason more than thirty (30) days before the anticipated end date, RPS shall invoice the Client for any work and/or work in progress, and for all outstanding out-of-pocket expenses, with payment due immediately upon receipt. Provided, however, that each party may terminate the Agreement immediately without prior notice in the event of a violation of this Agreement by the other party. Also, this agreement shall automatically terminate upon the death of RPS's President & Founder, Amy Richardson. In such event, Client is obligated to pay Amy Richardson's estate or beneficiaries only the accrued but unpaid compensation and expenses due as of the date of death.

*Termination for Non-Payment.* In the event that full payment of any or all fees due to RPS under this Agreement has not been received by RPS within two (2) months of the date payment is due, RPS will notify all parties hereto of the delinquent invoices. If the delinquent invoices are not paid within thirty (30) days of the delinquency notification, RPS retains the right to terminate the Agreement and all other services without the 30 days notice mentioned below and/or pursue collections assistance through a third-party agency.

*Third-Party Applications.* Third-party applications may be used in our efforts to serve you such as, but not limited to data conversion tools, e-mail, task tracking tools, document cloud storage, e-sign software, etc. that may store your data.

*Travel Rate.* Travel is billed at the hourly rate associated with the service provided or at the derived rate of the retainer or project package.

*Warranty.* RPS represents and warrants that it will perform the Services outlined above with reasonable skill and care.

*Work Product Ownership.* Any works copyrighted, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by RPS in connection with the Services shall be the exclusive property of RPS until work is paid for in full by Client. Additional options not chosen by the Client remain the property of RPS unless otherwise purchased for use. Upon request, RPS shall sign all documents necessary to confirm the exclusive ownership to the Client for the work product that was paid for in full.

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