

E: Assist@AlwaysAssistingU.com

O: (214) 310-0360

W: www.AlwaysAssistingU.com

Policy & Procedures

## **1. AGREEMENT TO PROVIDE ASSISTANT SERVICES**

A signed Agreement is required prior to establishing a business relationship. The Agreement outlines all details so there is no confusion as to what is expected by both parties.

2. **SERVICE LOCATION.** The services to be provided under this Agreement shall be performed remotely, for the benefit of Always Assisting U! unless the contract says different.

3. **SCHEDULE AND DAYS OFF.** Always Assisting U! is generally available to provide Services during normal business hours: Monday – Saturday of 7am – 4pm CST occasionally after normal business hours Monday – Thursday 10pm–1am CST excluding national holidays. Alternate hours of availability or schedules are available upon request and are subject to availability. We typically send an email newsletter throughout the year with at least 4 weeks advance notice advising that we will not be in the office. Please be sure to whitelist our email address to ensure you receive them.

4. **ERRORS AND OMISSIONS** All errors must be reported within 24 hours of delivery, or work will be considered accepted. All errors reported within 24 hours will be corrected at no additional charges. Additional fees may apply if reported after 24 hours.

5. **SERVICE PAYMENT.** The client will pay compensation to Always Assisting U! for the services and are payable and due upon invoice. There is no preliminary work done prior to receiving payment and contract signed. Special projects are deemed so because of the time and preparation involved. We reserve the right to charge for rush jobs. To avoid any confusion, all work requests are to be sent via email or project management system and an acknowledgement reply will be sent (see contract for specifications).

a. If at any time additional services are added that are not apart of this original agreement, the original rate may be increased. Any revisions made after the initial contract must be signed by the client and consultant on an addendum before new duties will be performed. After receipt of an order which adds to the services, Consultant may, at their discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Consultant for such action and expenditure as set forth in ADDENDUM for payments related to Services. There is a 5% fee imposed for late payment of the outstanding balance. Outstanding invoices will result in loss of service until Client's account is settled in full. Full payment and fees will need to be paid in advance before any further arrangements are made.

**client initials date**



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6. REFUND POLICY. There are no refunds. All services managed by Always Assisting U! are done so without any guarantee. By having a working relationship, whether verbal, trial or under contract with Always Assisting U! you, the client, are confirming and initialing below that you understand our no refunds policy.

7. CANCELTION. This agreement shall be effective until either party terminates the agreement by providing thirty (30) days written notice to the other party. Upon cancelation, Always Assisting U! shall invoice the client and payment will be expected in full – immediately upon receipt, should there be a balance.

8. NON-DISCLOSURE AND NON-SOLICITATION. Always Assisting U! shall not directly or indirectly disclose to any person other than a representative of the client at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to the client, including but not limited to customer lists, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets.

9. RELATIONSHIP OF PARTIES. It is understood by the parties that Always Assisting U! is an independent contractor with respect to the client and not an employee of said client. The client is not expected to provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Always Assisting U!.

10. PRIVACY & WORK PRODUCT OWNERSHIP. Confidentiality is vital to our business. No information about our clients or their project will be disclosed or released to any other company, unless it is a requirement to complete our contractual agreed obligation. At the conclusion of the project, all files will be deleted or returned to the client. Only the clients name, address and phone number will be kept in our database. Any works copyrighted, ideas, discoveries, inventions, patents, products, or other information (collectively, the “Work Product”) developed in whole or in part in Always Assisting U! in connection with the Services shall be the exclusive property of the client.

11. LIABILITY. Always Assisting U! will not be liable for loss, damage or delay of Client’s project due to circumstances beyond Contractor’s control. Such circumstances may include (but are not limited to) acts of God, public unrest, power outages and inability to contact Client. In the event of such loss, damage or delay, Always Assisting U! will make every effort to notify Client immediately.

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12. CONFIDENTIALITY. Always Assisting U! will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Assistant Services, or divulge, disclose or communicate in any manner any information that is proprietary to the client. Always Assisting U! 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, Always Assisting U! will return to the client all records, notes documentation and other items that were used, created, or controlled by Always Assisting U! during the term of this Agreement with the exception of items purchased by Always Assisting U! and not reimbursed by said client.

13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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