



Pro Services Agreement

Last Revised: 04/2022

Policy: A1005

These Terms and Conditions govern your use of Arkto Digital's Pro Services and present a legally binding contract between you and Arkto Digital LLC. Hereinafter, Arkto Digital LLC. may be referred to as "Arkto Digital", "Arkto", "we", "us", or other first-person pronouns and you may be referred to as "customer", "client", or other second-person pronouns. These terms and conditions apply to you, whether you are a paid member who has service with us, whether you are a user who contributes to the membership fees of one of our customers.

Services and Renewals

Arkto Digital, LLC., also referred to as ("Arkto Digital"), offers a variety of professional services ("Pro Services") ranging from web design to SEO marketing (collectively the "Services"). Services may be recurring or non-recurring. If Services are recurring, they will automatically renew at the end of the original billing term for the same price and for the same time period. Any products or services included with the Service as part of a "bundle" or promotional offer will automatically renew at the end of the promotional period for the then-current full retail price unless you notify Arkto Digital of your intention to discontinue the promotional service at least 30 calendar days prior to the renewal.

Recurring Services may be canceled by providing notice to Arkto Digital via email at support@arktodigital.com at least 7 calendar days prior to the end of the current Service term. Otherwise, the Service will renew for an additional term until canceled.

Customer's Obligations

As a customer of these Services, you understand and agree:

- To be readily available for communication with our team members for the purposes of coordination and execution of the Service.
- To accurately and succinctly communicate all information, objectives, and desires that are required to successfully execute the Service.
- That communication delays on your part may adversely impact timelines for execution and the effectiveness of the Service.
- To perform timely reviews and approvals of work in support of the Service as needed; otherwise, you waive the right to object to the end product.
- That successful execution of the Service requires complete and accurate information from you.

Cancellations

Some Services are offered as "bundles" (e.g. free domain name with the purchase of a Website Care Plan). If the original Service plan is cancelled, any and all bundled services will also be cancelled. If you are eligible for a refund, the refund will be prorated and adjusted based on the utilization of any bundled services.

Refunds

Refunds are defined by the Refund Policy (A2003).

Graphic Design Terms

- Arkto Digital makes no obligation to the customer regarding the final outcome of a graphic design project. Arkto will attempt to abide by the customers instructions and design inspiration, but does not guarantee the final outcome of the design project will be exactly what the customer envisioned the design to look.
- Arkto Digital will not, under any circumstances, produce designs that are intended to mislead or trick the viewer/user into performing an action that they otherwise would not perform. Also known as “deceitful design practices”. Arkto reserves the right to terminate a design project at any time, regardless of the completion percentage, if it feels that the customer is engaging in or wishes to engage in deceitful design practices. Should such a termination take place, the customer is still responsible for any fees accrued as part of any previous design work.

Miscellaneous Terms

- Customers retain full ownership and intellectual property rights for any work or deliverable produced and paid for, except in situations where work was performed using a recurring paid service such as Elementor Pro, in which the service is required for work to operate.
- Arkto Digital reserves the right to leverage the work product and deliverables for marketing and promotional purposes. You may opt out of this with a request in writing to support@arktodigital.com.
- Arkto Digital does not guarantee results for any of the Services. We are not responsible for any of the outcomes, results, damages, or injuries that may directly or indirectly result from the Services. You understand that our Legal Agreements available at <https://arktodigital.com/legal> (including disclaimers and liability) are all incorporated by reference here and apply to all Services.

Contact Us

abuse@arktodigital.com

Arkto Digital, LLC.

ATTN: Registered Agent

PO Box 61522

San Angelo, TX, 76906