

TERMS AND CONDITIONS

HayMor Solutions, LLC

Website: <https://haymorsolutions.com>

Effective Date: September 14, 2026

Last Updated: September 14, 2026

These Terms and Conditions (“Terms”) govern access to the HayMor Solutions, LLC website and the purchase or use of services provided by HayMor Solutions, LLC (“HayMor Solutions,” “Company,” “we,” “us,” or “our”).

By accessing our website, submitting an order, accepting a proposal, executing a Statement of Work, paying an invoice, or otherwise engaging HayMor Solutions to provide services, you (“Client,” “you,” or “your”) acknowledge that you have read, understood, and agreed to these Terms.

If you are accepting these Terms on behalf of a company or other organization, you represent that you have authority to bind that organization.

1. Services

HayMor Solutions provides digital, marketing, technology, consulting, and related professional services. Services may include, but are not limited to:

- Digital marketing strategy
- Business process review and re-engineering
- Website design and development
- WordPress and WooCommerce services
- Search engine optimization (“SEO”)
- Social media marketing
- Content development
- Lead-generation funnels
- Landing pages
- Email marketing
- Marketing automation
- Advertising campaign development
- Data analysis and reporting
- Application and web application development
- Hosting-related assistance
- Technology consulting
- Business automation

- AI-assisted marketing and content services
- Other services described in a proposal, quotation, order form, invoice, or Statement of Work

The specific scope, deliverables, schedule, pricing, and responsibilities for an engagement may be established in a separate proposal, order form, invoice, service agreement, or Statement of Work (“SOW”).

2. Order of Precedence

If there is a conflict between these Terms and an executed SOW or service agreement, the following order will generally apply:

1. Signed service agreement or amendment;
2. Signed or accepted SOW;
3. Accepted proposal or order form;
4. These Terms; and
5. General website content or marketing materials.

A project-specific document controls only with respect to the matters specifically addressed by that document.

3. Client Responsibilities

The Client agrees to provide HayMor Solutions with timely access to the information, personnel, accounts, systems, credentials, approvals, materials, and other resources reasonably required to perform the Services.

The Client is responsible for the accuracy and completeness of information supplied to HayMor Solutions.

Delays caused by missing information, delayed approvals, unavailable personnel, access problems, third-party providers, or other matters outside HayMor Solutions’ reasonable control may result in changes to project schedules and delivery dates.

HayMor Solutions is not responsible for delays caused by the Client or third parties.

4. Client Content and Materials

The Client represents and warrants that it owns or has permission to use all text, photographs, graphics, trademarks, logos, customer information, databases, mailing lists, videos, music, advertising claims, and other materials supplied to HayMor Solutions.

The Client grants HayMor Solutions a limited license to use those materials solely as reasonably necessary to provide the Services.

The Client is responsible for ensuring that Client-provided materials do not:

- Infringe copyrights, trademarks, patents, privacy rights, publicity rights, or other third-party rights;
- Contain unlawful or misleading claims;
- Violate applicable advertising or marketing laws;
- Contain malicious code or unlawfully obtained information; or
- Violate contractual obligations owed to third parties.

5. Advertising and Marketing Compliance

The Client remains responsible for the legality, accuracy, and substantiation of claims regarding the Client's business, products, prices, guarantees, testimonials, offers, promotions, and services.

HayMor Solutions may rely on information supplied or approved by the Client unless HayMor Solutions knows that information is materially inaccurate or unlawful.

The Client agrees to comply with all laws and regulations applicable to its marketing activities, including, where applicable, laws governing:

- Advertising and consumer protection;
- Commercial email;
- Telephone and text-message marketing;
- Privacy and data protection;
- Testimonials, reviews, and endorsements;
- Intellectual property;
- Promotions and contests; and
- Industry-specific advertising requirements.

HayMor Solutions may refuse, suspend, or remove advertising or content that we reasonably believe violates applicable law, platform policies, these Terms, or generally accepted business practices.

6. Client Approval

When Client approval is requested for advertisements, websites, email campaigns, graphics, copy, videos, social media content, funnels, software, or other deliverables, approval indicates that the Client has reviewed and accepted the material.

The Client is responsible for reviewing factual claims, pricing, contact information, legal disclosures, product descriptions, and other business-specific information before publication.

Changes requested after approval may constitute additional work.

7. No Guarantee of Marketing Results

Marketing performance is influenced by numerous factors outside HayMor Solutions' control.

Unless specifically stated in a signed agreement, HayMor Solutions does not guarantee:

- Search-engine rankings;
- Website traffic;
- Lead volume;
- Cost per lead;
- Advertising impressions;
- Click-through rates;
- Social media followers;
- Sales;
- Revenue;
- Conversion rates;
- Return on advertising spend;
- Return on investment; or
- Any particular financial result.

Historical performance, forecasts, estimates, case studies, examples, projections, and industry benchmarks are provided for informational purposes and do not guarantee future performance.

Our obligation is to perform the agreed Services professionally and in accordance with the applicable SOW—not to guarantee a particular business outcome.

8. Search Engine Optimization

Search engines independently determine rankings and frequently change their algorithms, policies, indexing practices, and systems.

HayMor Solutions does not control Google, Bing, or other search engines and cannot guarantee placement or continued ranking.

SEO results may fluctuate substantially and may be affected by competitors, algorithm changes, website modifications, technical issues, hosting providers, market conditions, or actions taken by the Client or third parties.

9. Social Media and Advertising Platforms

Services may depend on third-party platforms such as Google, Meta, Facebook, Instagram, LinkedIn, YouTube, TikTok, Pinterest, X, email providers, website hosts, payment processors, analytics providers, or other technology companies.

HayMor Solutions does not own or control these platforms.

We are not responsible for:

- Platform outages;
- Account suspensions;
- Advertising disapprovals;
- Algorithm changes;
- Policy changes;
- Reduced organic reach;
- Platform pricing changes;
- Account restrictions;
- Data loss caused by third parties; or
- Discontinuation or modification of third-party services.

We cannot guarantee that any third-party platform will approve or continue to approve an account, advertisement, application, campaign, website, or integration.

10. Advertising Spend and Third-Party Costs

Unless otherwise stated in writing, advertising budgets, media purchases, premium software, hosting, domains, plugins, stock images, fonts, APIs, email platforms, third-party subscriptions, transaction fees, and other external expenses are separate from HayMor Solutions' professional fees.

The Client is responsible for approved third-party expenses.

HayMor Solutions is not responsible for increases in rates charged by third-party providers.

11. Fees and Payment

Fees are specified in the applicable proposal, invoice, order, or SOW.

Unless otherwise stated:

- Invoices are payable according to the payment terms shown on the invoice;
- Deposits may be required before work begins;
- Recurring services are billed according to the agreed billing cycle;
- Work may be suspended when an account becomes past due; and
- The Client remains responsible for properly authorized charges incurred before termination.

HayMor Solutions reserves the right to require advance payment for new projects, substantial project changes, third-party purchases, or accounts with a history of late payment.

12. Late Payments

Past-due balances may be subject to reasonable collection costs and any late fee or interest specified in the applicable agreement or invoice, to the extent permitted by law.

HayMor Solutions may suspend Services while an undisputed invoice remains materially past due after reasonable notice.

Suspension for nonpayment does not eliminate the Client's obligation to pay amounts already earned or committed.

13. Chargebacks and Payment Disputes

The Client agrees to contact HayMor Solutions and make a reasonable good-faith effort to resolve billing disputes before initiating a payment-card chargeback or similar payment dispute.

Nothing in this section limits any right that cannot legally be waived.

14. Changes and Scope of Work

Work outside the agreed scope may require additional fees and additional time.

Examples may include:

- Additional pages;
- Additional revisions;
- New functionality;
- New advertising campaigns;
- New integrations;
- Significant design changes;
- Additional reports;
- New marketing platforms;
- Additional meetings;
- Data migration;
- Custom programming; or
- Work resulting from Client-requested changes after approval.

HayMor Solutions will use reasonable efforts to identify material out-of-scope work before performing it.

15. Project Delays and Inactive Projects

Projects require active Client participation.

If a project becomes inactive because requested Client information, feedback, content, approvals, credentials, or other materials are not supplied, HayMor Solutions may pause the project.

Extended inactivity may require the project to be rescheduled based on then-current availability.

If substantial additional work is required because technology, third-party requirements, pricing, or specifications changed during a Client-caused delay, additional fees may apply with Client approval.

16. Intellectual Property

Client Materials

The Client retains ownership of materials it owned before the engagement.

HayMor Solutions Materials

HayMor Solutions retains ownership of its pre-existing and independently developed:

- Processes;
- Templates;
- Frameworks;
- Software libraries;
- Code modules;
- Utilities;
- Workflows;
- Marketing methodologies;
- Automation techniques;
- Documentation;
- Know-how; and
- Other reusable intellectual property.

These materials are referred to as “Background Materials.”

Custom Deliverables

Unless otherwise stated in an SOW, and subject to full payment, the Client will receive the rights specified in the applicable proposal or SOW to final custom deliverables created specifically for the Client.

Any Background Materials embedded within a deliverable remain the property of HayMor Solutions, and the Client receives a non-exclusive license to use them as incorporated into the applicable deliverable.

Third-Party Materials

Third-party software, photographs, templates, plugins, themes, fonts, APIs, libraries, and similar materials remain subject to their respective licenses.

HayMor Solutions cannot transfer rights that it does not own.

Source and Working Files

Source files, editable working files, development files, design files, research files, development tools, internal documentation, and unused concepts are not automatically included unless specified in the applicable SOW.

17. Portfolio and Case Study Use

Unless the Client requests otherwise in writing or confidentiality obligations prohibit disclosure, HayMor Solutions may identify the Client as a customer and display publicly released work in portfolios, capability presentations, or case studies.

HayMor Solutions will not intentionally publish the Client's confidential business information under this provision.

18. Confidentiality

Each party may receive confidential or proprietary information belonging to the other party.

Each party agrees to use reasonable care to protect confidential information and to use it only for purposes connected with the business relationship.

Confidential information does not include information that:

- Is publicly available without breach of an obligation;
- Was lawfully known before disclosure;
- Is independently developed without use of the confidential information; or
- Is lawfully obtained from another source without a confidentiality obligation.

Disclosure required by law, subpoena, or valid government order is permitted.

19. Passwords, Credentials, and Account Access

The Client should use reasonable security practices when providing account access to HayMor Solutions.

Where practical, delegated access, role-based access, temporary credentials, or separate user accounts should be used rather than sharing primary passwords.

The Client remains responsible for maintaining appropriate backups and controlling access to its accounts.

HayMor Solutions may require reasonable security measures before accessing sensitive systems.

20. Data and Privacy

Each party is responsible for complying with privacy and data-protection laws applicable to its activities.

Unless specifically agreed in writing, the Client should not provide HayMor Solutions with sensitive personal information, regulated health information, payment-card data, Social Security numbers, financial account credentials, or other highly regulated data.

If a project requires processing regulated or sensitive information, additional contractual and security requirements may be necessary before HayMor Solutions accepts the information.

Use of the HayMor Solutions website is also subject to our Privacy Policy.

21. Artificial Intelligence and Automated Tools

HayMor Solutions may use commercially available artificial intelligence, automation, analytics, development, design, or productivity tools to assist in providing Services when appropriate.

AI-assisted output may require human review and may contain inaccuracies.

HayMor Solutions will use reasonable professional judgment when incorporating AI-assisted material into Client work.

The Client should not provide highly sensitive, confidential, regulated, or proprietary information for use with third-party AI systems unless such use has been specifically authorized.

22. Subcontractors and Service Providers

HayMor Solutions may use qualified employees, independent contractors, subcontractors, cloud providers, developers, designers, software providers, and other vendors to perform portions of the Services.

HayMor Solutions remains responsible for managing its contractual obligations to the Client, subject to these Terms and the applicable SOW.

23. Backups and Business Continuity

Unless backup or archival services are specifically included in an SOW, the Client is responsible for maintaining current backups of websites, data, databases, files, account information, and other important business information.

HayMor Solutions is not intended to serve as the Client's permanent archival or disaster-recovery provider unless specifically contracted to do so.

24. Term and Termination

The term of an engagement will be specified in the applicable agreement.

Either party may terminate an engagement as permitted by the applicable SOW.

If no termination provision is specified for an ongoing month-to-month service, either party may terminate the service upon reasonable written notice.

Termination does not eliminate obligations that accrued before the termination date.

The Client remains responsible for:

- Work completed through the effective termination date;
- Approved expenses;
- Non-cancelable third-party commitments; and
- Other amounts properly due under the applicable agreement.

25. Refunds

Refund eligibility, if any, will be governed by the applicable proposal, order, SOW, or refund policy.

Except as required by law or expressly agreed otherwise:

- Fees for Services already performed are not refundable;
- Approved third-party expenses are not refundable to the extent they cannot reasonably be recovered;
- Deposits may be applied against work performed and commitments made; and
- Unused prepaid amounts will be handled according to the applicable agreement.

26. Right to Refuse or Suspend Services

HayMor Solutions may refuse or suspend Services when reasonably necessary because of:

- Nonpayment;
- Suspected illegal activity;
- Security concerns;
- Fraud;
- Abuse;
- Material breach of these Terms;
- Requests to create deceptive or unlawful marketing;
- Intellectual-property infringement; or

- Conduct that creates unreasonable legal or operational risk.

Where reasonably practical, HayMor Solutions will provide notice and an opportunity to correct the issue.

27. Professional Disclaimer

HayMor Solutions provides marketing, technology, business-process, web-development, and related consulting services.

Unless expressly agreed otherwise, we do not provide legal, accounting, investment, tax, medical, or other regulated professional advice.

Clients should consult qualified professionals regarding those matters.

28. Disclaimer of Warranties

Except for warranties expressly stated in a written agreement, Services and website materials are provided on an “as available” basis to the maximum extent permitted by law.

HayMor Solutions does not warrant that every website, application, advertisement, campaign, integration, third-party service, or digital system will operate uninterrupted or error-free.

Nothing in these Terms excludes warranties or rights that cannot legally be excluded.

29. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER HAYMOR SOLUTIONS NOR ITS OWNERS, EMPLOYEES, CONTRACTORS, OR AFFILIATES WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, LOSS OF GOODWILL, OR LOSS OF DATA, ARISING FROM THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HAYMOR SOLUTIONS’ AGGREGATE LIABILITY ARISING FROM A PARTICULAR ENGAGEMENT WILL NOT EXCEED THE AMOUNT OF PROFESSIONAL SERVICE FEES ACTUALLY PAID TO HAYMOR SOLUTIONS UNDER THE APPLICABLE SOW DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

This limitation does not apply to liability that cannot legally be limited or excluded.

30. Client Indemnification

To the extent permitted by law, the Client agrees to defend, indemnify, and hold HayMor Solutions and its owners, employees, contractors, and agents harmless from third-party claims, damages, losses, liabilities, and reasonable expenses arising from:

- Client-provided content or materials;
- Claims made about the Client's products or services;
- The Client's violation of applicable law;
- The Client's infringement of third-party intellectual-property rights;
- The Client's misuse of deliverables;
- Marketing lists, customer data, or contact information supplied by the Client without required authorization; or
- Material breach of the Client's representations or obligations under these Terms.

This provision does not require the Client to indemnify HayMor Solutions for claims caused solely by HayMor Solutions' fraud, willful misconduct, or other liability that cannot legally be shifted.

31. Force Majeure

Neither party will be liable for reasonable delays caused by events beyond its reasonable control, including natural disasters, hurricanes, severe weather, fire, war, terrorism, civil disturbances, labor disruptions, utility failures, internet outages, government actions, widespread cyber incidents, or failures of critical third-party infrastructure.

Payment obligations for Services already performed are not excused by this section.

32. Dispute Resolution

Before filing a lawsuit concerning a business dispute arising from an engagement, the parties agree to make a reasonable good-faith effort to resolve the matter through direct discussions.

A party asserting a dispute should provide written notice describing the issue and requested resolution.

Nothing in this section prevents either party from seeking urgent injunctive or equitable relief when reasonably necessary to protect confidential information, intellectual property, account access, data, or other rights for which immediate relief may be appropriate.

33. Governing Law and Venue

These Terms and any dispute arising from them will be governed by the laws of the State of Florida, without regard to conflict-of-law principles, except where another law is required to apply.

Unless otherwise provided in an applicable written agreement, any judicial proceeding arising from these Terms will be brought in a state or federal court having jurisdiction in the Florida county in which HayMor Solutions maintains its principal place of business.

Each party consents to the jurisdiction of those courts to the extent permitted by law.

34. Notices

Formal notices relating to an engagement may be delivered by email or other written communication to the contact information ordinarily used by the parties, unless an applicable agreement establishes a different notice procedure.

Clients are responsible for maintaining accurate contact information.

35. Assignment

Neither party may assign a material service agreement without the other party's consent, except that HayMor Solutions may assign an agreement in connection with a merger, acquisition, corporate restructuring, or sale of substantially all of the applicable business or assets, subject to applicable law.

36. Independent Contractor

HayMor Solutions performs Services as an independent contractor.

Nothing in these Terms creates an employment relationship, partnership, joint venture, franchise, fiduciary relationship, or agency relationship between HayMor Solutions and the Client unless expressly agreed in writing.

37. No Third-Party Beneficiaries

Unless expressly stated otherwise, these Terms are intended solely for the benefit of HayMor Solutions and the Client and do not create enforceable rights for unrelated third parties.

38. Severability

If any provision of these Terms is determined to be invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law or severed where necessary.

The remaining provisions will continue in effect.

39. Waiver

Failure to enforce a provision of these Terms on one occasion does not waive the right to enforce that provision or another provision later.

40. Entire Agreement

These Terms together with applicable proposals, SOWs, order forms, invoices, service agreements, and policies incorporated by reference constitute the agreement relating to the applicable Services and supersede prior discussions concerning the same subject matter.

41. Modifications to These Terms

HayMor Solutions may update these Terms from time to time.

Updated Terms will be posted on our website with a revised “Last Updated” date.

Changes will apply prospectively to website use and future transactions. Material changes to an existing contractual engagement will not automatically replace negotiated provisions of an existing signed agreement unless the parties agree to the change or the existing agreement expressly permits it.

42. Electronic Acceptance

Electronic signatures, electronically accepted proposals, online orders, checkbox acceptance, electronic payment authorization, and similar electronic methods may constitute acceptance of these Terms to the extent permitted by applicable law.

Clients should retain copies of accepted proposals, SOWs, invoices, and related agreements for their records.

43. Survival

Provisions concerning payment obligations, intellectual property, confidentiality, limitations of liability, indemnification, dispute resolution, and other provisions that by their nature should survive termination will remain effective after termination.

44. Contact Information

Questions regarding these Terms and Conditions may be directed to:

HayMor Solutions, LLC

Website: <https://haymorsolutions.com>

Email: [INSERT BUSINESS/LEGAL EMAIL]

Mailing Address: [INSERT BUSINESS MAILING ADDRESS]

NOTICE: These Terms are intended as general business terms for HayMor Solutions, LLC. Project-specific services, pricing, deadlines, ownership rights, maintenance responsibilities, advertising budgets, cancellation terms, and deliverables should be documented in a separate proposal, order form, service agreement, or Statement of Work.