



Terms of Service Policy

By engaging TwoBar Media, LLC ("Consultant," "we," "our," or "us") for services, you ("Client") agree to the following terms, conditions, and requirements of this Terms of Service Policy ("Policy"):

1. Payment Terms

Invoices are due within twenty-one (21) calendar days from the date of issuance. Other payment terms may be arranged by a written agreement between the Consultant and the Client.

a. Payment Methods

We accept check, USPS money order, major credit cards, and cash payments (in person only, at the discretion of the Consultant).

b. Credit Card Processing

All credit card payments are processed securely through our authorized payment provider. We do not charge a credit card processing fee.

c. Automatic Payments

If the Client has authorized a payment method for automatic billing, automatic payments will be processed on the date an invoice is issued. By providing authorization, the Client agrees that the Consultant may automatically charge the approved payment method on file at the time the invoice is generated.

d. Late Payments

If payment is not received by the due date, the Consultant reserves the right to charge a late fee of 1.5% per month (18% annually) on any outstanding balance. The Consultant reserves the right to suspend services until any past due balance is paid in full.

e. Returned Checks

A fee of \$35.00 will be charged for any returned check (non-sufficient funds or otherwise).

f. Disputed Charges

If the Client initiates a credit card chargeback or payment dispute without valid cause, and the charge is later resolved in favor of the Consultant, the Client shall be responsible for reimbursing the Consultant for:

- The full amount of the disputed charge.
- Any chargeback fees imposed by the payment processor.
- Any associated legal or administrative costs incurred by the Consultant in resolving the matter.

g. Refunds

Payments are non-refundable unless otherwise specified in writing by the Consultant.

2. Down Payments and Pre-Payments

The Consultant may require a down payment or pre-payment prior to commencing services or reserving project time. The amount and due date of any required payment will be outlined in the associated proposal, invoice, or scope of work. Such payments are non-refundable unless otherwise stated in writing and will be credited toward the total project or service fee. Failure to submit the required down payment may delay the start of services or result in cancellation of the project schedule.

3. Tariffs and Price Adjustments

We strive to maintain stable and predictable pricing for all our services. However, shifts in global market conditions (such as trade disputes, newly imposed tariffs, or disruptions to international supply chains) may impact the cost of goods and services necessary for fulfillment.

While we will make every reasonable effort to absorb these changes and keep our pricing consistent, we reserve the right to adjust service fees if such external factors significantly increase our operational costs. In the event of a pricing adjustment, affected clients will be notified in advance.

4. Sales Tax

We are required to collect sales tax on all merchandise delivered within the State of Indiana. The current sales tax rate is 7.0%. Shipping charges are also subject to sales tax. Nonprofit organizations seeking exemption from sales tax must provide valid exemption documentation prior to purchase. It is the responsibility of the nonprofit to file and submit all necessary exemption paperwork; otherwise, sales tax will be applied as required by law.

5. Automatic Renewals

Services shall automatically renew on an annual basis unless the Client provides written notice of non-renewal at least thirty (30) days prior to the end of the current term. If no such notice is received, the agreement will be extended for an additional one (1) year under the same terms, unless otherwise specified in writing by both parties.

6. Acceptable Use

The Client agrees to use the Consultant's services in a lawful, responsible, and ethical manner. Services may not be used to:

- Violate any applicable laws or regulations.

- Distribute malware, spam, or malicious content.
- Infringe upon the intellectual property or privacy rights of others.
- Promote hateful, obscene, or abusive material.
- Engage in fraudulent, deceptive, or harmful activities.
- Engage in any activity that disrupts, degrades, or interferes with the normal operation of services, including excessive resource usage, unauthorized access attempts, or actions that compromise system integrity or security.

The Consultant reserves the right to suspend or terminate services for violations of acceptable use. Suspension may remain in effect until the issue is resolved to the Consultant's satisfaction. In the case of termination, any remaining fees due under the terms of this engagement shall become immediately payable, and the Consultant shall bear no liability for any resulting loss of access, data, or functionality.

7. Assignment of Work

The Consultant reserves the right to subcontract any portion of the services or deliverables to qualified third-party vendors or independent contractors as needed to fulfill project requirements or meet deadlines. Any subcontracted party will be selected based on relevant expertise and shall be bound by the same confidentiality, quality, and professional standards required of the Consultant. The Consultant remains solely responsible for the management, coordination, and overall quality of any subcontracted services and shall ensure that all deliverables meet the specifications agreed upon with the Client. Subcontracting shall not relieve the Consultant of its obligations or liabilities under this engagement.

8. Third-Party Services

The Consultant may engage or integrate third-party vendors, platforms, or service providers as necessary to deliver services to the Client. These may include, but are not limited to, web hosting providers, domain registrars, email services, content management systems, or marketing platforms.

The Client acknowledges that the use of such third-party services may be subject to separate terms and conditions, privacy policies, or service-level agreements established by those third parties. The Client agrees to comply with any applicable third-party terms and understands that the Consultant is not responsible for the performance, availability, or practices of such third-party providers.

By entering this engagement, the Client authorizes the Consultant to act on their behalf in the setup, configuration, and management of any necessary third-party accounts or services directly related to the scope of the project.

9. Non-Solicitation

During the term of this engagement with one another and for a period of one (1) year following its conclusion, the Client agrees not to knowingly solicit, hire, or otherwise

engage any employee, contractor, or subcontractor of the Consultant without prior written consent.

10. Independent Parties

The Client and Consultant are independent parties and nothing in this Policy shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

11. Confidentiality

To facilitate the performance of services, the Client and the Consultant may disclose confidential or proprietary information to one another. Such information may include, but is not limited to, business plans, technical data, financial information, designs, trade secrets, or other materials that are not publicly available. Any information considered confidential must be clearly identified as such in writing at the time of disclosure or, if disclosed orally, must be summarized in writing and marked as confidential within a reasonable period thereafter.

Each party agrees to use the other's confidential information solely for the purpose of fulfilling its obligations under this engagement and to take reasonable measures to protect the confidentiality of such information. Neither party shall disclose any confidential information to any third party without the prior written consent of the disclosing party, except as required by law, regulation, or court order.

These confidentiality obligations shall survive the termination or expiration of this engagement and shall remain in effect for a period of two (2) years thereafter, or as otherwise required by applicable law.

12. Permissions and Releases

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in a project at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

13. Reservation of Rights

All rights not expressly granted to the Client are reserved by the Consultant. This includes, but is not limited to, all rights in preliminary materials and assets created during the course of the project, such as mockups, sketches, wireframes, concepts, photographs, video footage, audio recordings, design compositions, source files, and other drafts or creative assets. These materials are considered proprietary and remain the exclusive intellectual property of the Consultant unless otherwise agreed to in writing.

The Consultant retains full copyright and ownership of all such materials unless specifically transferred. Ownership of the final approved deliverables (including all associated rights, title, and interest) will be transferred to the Client

only upon full and final payment of all outstanding fees related to the project.

Until payment is complete, the Consultant reserves the right to withhold delivery or limit the Client's usage of any deliverables.

14. Publication

The Consultant retains the right to list the Client in its portfolio, marketing materials, and client roster, and may display elements of the completed project for promotional purposes, including on the Consultant's website and social media platforms. Additionally, the Consultant may include a discreet credit or link in the footer of the Client's website directing users to the Consultant's website, unless otherwise agreed in writing.

15. Additional Services

Any services or features not expressly included in a scope of work or listed among the standard features may be provided at an additional cost, subject to mutual written agreement by both parties.

16. Collection and Attorney Fees

To the extent permitted by applicable law, the Client agrees to be responsible for all reasonable costs of collection, including attorney fees, in the event of non-payment.

17. Modifications

The Consultant reserves the right to modify this Policy at any time. Updates will be posted on the Consultant's website at www.twobarmedia.com/legal and/or provided to the Client electronically.

18. Limitation of Liability

To the fullest extent permitted by law, the Consultant shall not be liable to the Client for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, revenue, or business opportunities, arising out of or related to the services provided, regardless of the cause of action, whether in contract, tort (including negligence), or otherwise.

The Consultant's total cumulative liability for any claim arising out of or relating to this engagement shall not exceed the total amount of fees paid by the Client to the Consultant for the specific project or service giving rise to the claim.

19. Governing Law

This Policy shall be governed by and construed in accordance with the laws of the State of Indiana.

20. Acceptance

By engaging TwoBar Media, LLC for services, by submitting payment for any invoice, or by continuing to use our services, the Client acknowledges and agrees to be bound by this Terms of Service Policy.

Contact Information

If you have any questions about our Terms of Service Policy, please reach out to us:

Mailing Address:

TwoBar Media, LLC
PO Box 1277
Plymouth, IN 46563

Email: support@twobarmedia.com

Phone: 1-574-936-9644

Toll-Free: 1-800-946-3079

Revision History

June 14, 2025 – Originated document.

June 16, 2025 – Reorganized the Payment Terms section. Added the Sales Tax, Automatic Renewals, Third-Party Services, and Limitation of Liability sections. Revised the Publication section. Fixed a typo in the Acceptable User section. Updated the Contact Information at the end of document. Modified the formatting of the document.

June 30, 2025 – Added a section about Tariffs and Price Adjustments.