



Agreement

From:

[Perfect Data Entry](#)

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St. Petersburg, FL 33702 USA

sales@perfectdataentry.com

Agreement Number	INV-1013
Agreement Date	July 25, 2020
Due Date	July 25, 2020
Total Due	\$0.00

To:

Blog Ads

blogad69@gmail.com

Hrs/Qty	Service	Rate/Price	Sub Total
200	Data Entry Services - 200 records	\$1.25	\$250.00

Sub Total	\$250.00
Tax	\$0.00
Paid	-\$250.00
Total Due	\$0.00

Agreement of Terms and Conditions

By engaging Inetapplication LLC [DBA PerfectDataEntry.com services (here on referred to as 'PDE'), you expressly agree to the following standard terms and conditions:

*** Provision of the Services:**

All of PDE services are provided under these Terms and Conditions. PDE reserves the right to add, modify or discontinue any of its services or its features temporarily or permanently, without notice or liability to you. However, such changes in the terms shall be notified to you by posting the revised Terms on the website. You will be deemed to have accepted any change if you make an enquiry after the revised Terms have been posted. Once you have submitted an online order form giving details of your enquiry, you will be contacted by PDE to request any additional information, and to provide a cost estimate and/or to confirm that the service can be carried out according to your specifications. Once we agree on the scope of the project/task, the timelines and the fees, we will assign an assistant/team to this engagement, subject to these terms and conditions.

*** Obligations:**

You agree to provide accurate, current, and complete information to PDE and inform us promptly of any changes in requirement or information. You will provide regular and timely feedback and review through the entire term of



the project. If such communication is not timely or forthcoming, within the period agreed to between the Parties, due to which the project extends beyond the term of the agreement, then PDE will charge you for the additional hours as per the agreed rate. PDE will not be liable to bear any loss or pay any compensation for such delays.

*** Payment:**

Pay 50% non-refundable advance before the start of the project and pay 50% at the middle of the project once you receive our invoice (For all projects of \$1000 or less 100% payment is required prior to starting the project). This payment is payable within 7 days of receipt of invoice. You will bear interest charges per month for any unpaid amount after the credit period of 7 days.

• Monthly Retainer Model

Buy the hours as per your requirements. Pay one month's payment in advance at the beginning of the project. Your remote assistant will begin assignment once we receive the payment. Then PDE will send you an invoice in the third week of every month, payable within 7 days of receipt of invoice. Work continues only if the payment is received in time before the next month begins. Your remote assistant will continue work once we receive the payment.

*** No warranty:**

You hereby agree that the PDE services on any research project or other materials you receive are provided "as is", "with all faults" and "as available" and are without warranty of any kind. While PDE relies on sources that we believe to be reliable, we cannot rule out errors in judgment or application. PDE is not responsible for any investment or other decisions of the client going wrong, based on exclusive usage of PDE's research report. The reports are meant for general guidance of the client and not specific recommendations. PDE shall not at any time be liable for any claims or losses of any nature, including but not limited to lost profits, punitive or consequential damages. In addition to the foregoing, PDE does not provide any warranty against infringement or of title or quiet enjoyment. All payments are final, and PDE does not issue refunds; rather we offer a satisfaction guarantee wherein we will correct your project within the constraints of the initial agreement. However, if PDE cannot reach a consensus with the client on the level of satisfaction, and PDE decides to issue a refund by our sole discretion, an early cancellation fee will be assessed to your account for early contract termination less hours worked. Finally, by agreeing to this contract, the client explicitly agrees not to file a charge-back with his or her credit card company under any circumstances. By filing a charge-back with the respective credit card issuer the client is in direct breach of this contract. If there is a discrepancy with a project, PDE will either correct the project according to your requirements, or by our sole discretion refund your project deducting the hours already worked. PDE reserve the right to cancel a project for any reason at any time and to refund your transaction.

*** Disclaimer:**

Under no circumstances, PDE shall be held liable or responsible for any loss of business, monetary loss and others that may be suffered by the Company due to any decisions taken by the Company on inputs provided by PDE. You agree to indemnify and hold PDE and its employees and consultants, harmless from any loss, claims, liability, damages or costs incurred during your business operations or based on the infringement of any intellectual property rights or proprietary right of a third party.

*** Confidentiality & Non disclosure:**

Neither party shall disclose to a third party, Confidential Information made available during the engagement. Confidential Information means information related to the Business (including third party information), which (i) is subject to privacy rules and regulations and/or derives economic value, from not being generally known to other persons (ii) is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain the secrecy of the information; and (iii) is identified by the Disclosing Party as "Confidential" and/or



“Proprietary”. Confidential Information also means any internal communication and emails between both parties. The obligations of confidentiality and non-disclosure will be honored even after the termination of this agreement, except as required by governmental authorities.

The obligations of confidentiality shall not apply to any information that:

- (a) was known to either party prior to its disclosure by the Company without any obligation of confidentiality;
- (b) has become generally available to the public
- (c) may be required in any report, statement or testimony submitted to any governmental regulatory body
- (d) may be required in response to any summons or subpoena or in connection with any litigation; or
- (e) may be required to comply with any law, order, regulation or ruling applicable to either party.

In case of (c), (d), (e), PDE will inform you prior to disclosing any confidential information.

Please note that all phone and email conversations may be recorded for quality assurance measures. Also be advised that work done by PDE may be used in our portfolio to showcase our work to prospective clients although no confidential information may be disclosed without client consent.

*** Non-Solicitation:**

For the period of this Agreement and three years after termination or Completion, each party agrees that it will not (through itself, affiliates, principals, or other related parties) solicit, for employment employ, consult with, utilize the services of, or in any other manner induce or influence, either directly or indirectly any employees of the other party or the employee’s referrals to terminate their employment and work for themselves or any other person / entity either on full time or on part time basis or to perform services for such party or any person or entity related thereto.

*** Independent Contractor:**

PDE is and will remain an independent contractor in its relationship with you. Nothing in these terms and conditions shall be deemed to have created a partnership, or joint venture partner or a contract of employment between PDE and you.

*** Further Documentation:**

If any other agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.

*** Force Majeure:**

PDE shall have no liability for any failure beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, severe weather etc.

*** Severability:**

PDE shall perform all services strictly in accordance with these terms and conditions and shall conform to all applicable laws of the State of FL. If any of these standard terms and conditions are held to be unenforceable or against public policy, by a competent FL court, then that term alone shall be removed from this document and the remainder of these standard terms and conditions shall be deemed in full force and effect.

In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be resolved by binding arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Additional Terms and Conditions:

1. The inability of PDE to secure payment from the accounts designated above may result in termination of



Agreement

services and/or immediate termination of this Agreement. In addition, if another payment method is not made available to PerfectDataEntry within 30 days of payment failure, legal action will be pursued by PDE.

2. PDE reserves the right to cancel this Agreement at any time via email notice to the email address(es) provided above.

3. To the extent allowable by law, the liability of PDE in connection with Agreement is limited to the amount of any incorrect charge or withdrawal. PDE will not be liable for any other damages, whether direct, incidental, special, or consequential, including but not limited to loss of income or profits, whether or not had knowledge that such damages might be incurred. PDE also will not be liable:

(i) for your acts or omissions, including but not limited to improper or insufficient account or other information,

(ii) if you fail to provide current information, should any account or other information change,

(iii) if you violate any of the terms of the Agreement; and

(iv) for loss, damage, or delay caused by events cannot control, including, but not limited to, acts of God, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

4. This Agreement will become effective, upon approval by an authorized representative of PDE. This Agreement does not go into effect until approved by a representative of the respective department.
