# Terms & Conditions for Maintenance Services and Billing

These comprehensive Terms & Conditions (hereinafter referred to as "Terms") lay out the framework governing the billing and payment terms for maintenance services provided by Jellian Services LLC (hereinafter referred to as the "Company") to its valued customers (hereinafter referred to as the "Customer").

It is essential that all Customers familiarize themselves with these Terms and adhere to them in their entirety. By engaging our maintenance services, you signify your acceptance and commitment to comply with the stipulations delineated herein.

## Section 1: Billing Schedule

#### **Monthly Billing**

Customers engaging in our maintenance services will encounter a well-structured billing schedule designed for transparency and efficiency.

Customers will be billed at the culmination of each calendar month for the maintenance services availed during that specific month. These monthly invoices will provide a detailed breakdown of all charges associated with the services provided.

#### Immediate Billing for Projects over \$500

In cases where a maintenance project surpasses a total cost of \$500, the Company will employ immediate billing procedures. This entails that Customers will receive their invoice promptly upon the successful conclusion of the project or make payments in part of this project. The rationale behind this practice is to expedite the settlement process, particularly for larger project costs.

# Section 2: Payment

#### **Payment Due Date**

To ensure a seamless financial interaction, it is imperative for Customers to be cognizant of the payment timelines outlined in these Terms. Payment expectations are as follows:

For monthly maintenance services, all invoices are due upon receipt, with payment expected to be made within 3 days of the invoice date.

Projects exceeding the \$500 threshold necessitate immediate payment upon issuance of the corresponding invoice.

#### **Accepted Payment Methods**

The Company acknowledges the diversity of financial preferences among Customers and accommodates a range of payment methods. Accepted payment channels include, but are not limited to:

Credit cards
Debit cards
Electronic bank transfers
Checks

Specific instructions regarding the acceptable payment methods will be communicated to the Customer on the invoice, ensuring clarity and convenience.

#### **Late Payment**

In the event of a delay in payment, it is vital to understand the potential consequences. Late payment may subject the Customer to the following:

Late fees: The Company reserves the right to impose late fees in accordance with applicable laws and regulations.

Interest charges: Interest may be applied to overdue payments, further emphasizing the importance of prompt payment.

Collection costs: The Customer shall bear the financial burden associated with collecting overdue payments, including but not limited to collection agency fees and attorney's fees, as mandated by relevant laws and regulations.

# Section 3: Refund Policy

# Our commitment to providing fair and transparent services extends to our refund policy. Monthly Recurring Fee Refund

The Company is dedicated to ensuring fairness in its financial transactions. In alignment with this commitment, the Company will facilitate a refund of the monthly recurring fee if the Customer has diligently paid all invoices in full for the respective billing month. This refund process will be expedited, with reimbursements typically processed within 7-10 business days following the conclusion of the billing month.

#### **Refunds for Project Over \$500**

In cases where a project billed immediately is subsequently canceled by the Customer before the commencement of work, a refund may be granted at the Company's discretion. The Company understands that circumstances can change, and the need for a project may dissipate. If such a situation arises, and a refund is deemed appropriate by the Company, the refund process will be initiated without undue delay, typically within 7-10 business days of receiving the cancellation request.

#### Section 4: Materials and Deliveries

Effective communication and clear delineation of responsibilities are essential for the successful execution of maintenance services.

#### **Customer Responsibility**

The Customer shoulders the responsibility for the procurement and cost of all materials necessary for the provision of maintenance services unless otherwise stipulated in a separate agreement. This encompasses a wide array of materials, including but not limited to those needed for repairs, replacements, and enhancements.

Clear agreements regarding the responsibility for material procurement should be established in advance to avoid misunderstandings and streamline project execution.

#### **Delivery of Materials**

Timely delivery of materials is pivotal to the efficient execution of maintenance projects. Therefore, the onus lies with the Customer to ensure the punctual delivery of all materials required for maintenance services to the designated location(s) as agreed upon in advance.

It is important to note that any delays in the delivery of materials that subsequently lead to project postponements shall not be attributed to the Company. The Customer should plan accordingly and communicate proactively to mitigate any potential disruptions.

# Section 5: Changes to Terms & Conditions

The Company acknowledges that business dynamics and legal requirements may evolve over time. To adapt to these changes, the Company reserves the right to amend these Terms & Conditions as necessary. Such amendments may occur without prior notice, emphasizing the importance of periodic review by the Customer.

Any modifications to these Terms & Conditions will take immediate effect upon being posted on the Company's website or communicated through other means of direct communication with the Customer. It is the responsibility of the Customer to stay informed about any updates or alterations to these Terms.

#### Section 6: Termination of Services

Flexibility is a cornerstone of our approach to service delivery. Consequently, the Company retains the discretion to terminate its maintenance services to the Customer at any time, with or without cause.

In the event of such termination, the Customer remains responsible for any outstanding payments relating to services rendered prior to the termination. This stipulation ensures a fair and equitable resolution in cases where the Company discontinues its services.

# Section 7: Confidentiality

Mutual trust and confidentiality are paramount in maintaining a productive business relationship. Both the Customer and the Company are committed to upholding strict confidentiality standards.

The Company will not disclose the Customer's payment information or any sensitive financial data provided during the course of the business relationship. Likewise, the Customer shall reciprocate by refraining from disclosing any confidential information related to the Company's services, strategies, or proprietary processes.

### Section 8: Governing Law

Legal clarity and jurisdiction are integral aspects of these Terms. Therefore, it is specified that these Terms & Conditions shall be governed by and construed in accordance with the laws of the state of Georgia, where the Company is based.

In the event of any legal disputes arising from these Terms, they shall be subject to the exclusive jurisdiction of the courts in Georgia. This provides both parties with a clear legal framework for dispute resolution.

#### Section 9: Contact Information

To facilitate open communication and address any inquiries, concerns, or questions related to these Terms & Conditions or our maintenance services, please do not hesitate to reach out to us through the following contact information:

#### Jellian Services LLC

555 North Point Center East Alpharetta, GA 30022

Tel: 470.683.6256

Email: Office@jellianservicesllc.com

By accepting these Terms & Conditions, the Customer acknowledges not only their legal significance but also their commitment to a fair and transparent business relationship. It is expected that Customers have read, comprehended, and concurred with the binding nature of these Terms & Conditions.

These Terms & Conditions constitute the overarching agreement governing the relationship between the Customer and the Company concerning maintenance services and the associated billing processes. Through these Terms, the Company aims to establish a foundation of trust, reliability, and professionalism in its interactions with valued Customers.