

Payment Plan Credit Card Authorization - Nyle Cousain

December 22, 2019

Creativity Justified LLC
Document Sender : Carrita Tanner
Signer: Nyle Cousain



Signed On: <https://creativityjustified.com/>

Payment Plan Credit Card Authorization - Nyle Cousain

By completing this form, you authorize Creativity Justified, LLC to debit your account on a recurring bi-weekly or monthly basis for your requested payment plan and/or retainer program until the end of the contract term (shown in project contract and/or proposal), or a recurring monthly basis until full payment of project has been resolved.

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled. **Please note, even if a payment plan is not chosen, all clients must retain a card on file for all active projects with Creativity Justified.** If you've not chosen a payment plan, the card will not be charged unless explicit written notice has been provided and an authorization request has been approved by the client for any miscellaneous fees associated with your project including, but not limited to, hosting and domain fees, theme and plugin fees or technical support labor costs due to online tickets if not already a part of our Retainer Program.

Choose Credit Card Type:

- VISA
- MasterCard
- Discover
- AMEX
- Other

Cardholder's Full Name *(as shown on your card):*

Billing Street Address:

Billing City:

Billing State:

Billing Zip Code:

Full Card Number:



Expiration Date (enter mm/yy):**CVV Code** (3-digits shown on the back of your card or 4 digits on the front of your card if AMEX):**Confirm Email Address for Receipts and Notifications:****Backup Bank Account Information (Optional):****ABA Routing Number:** **Account Number:** **Confirm Account Number:**

VERIFICATION OF ACCOUNT INFORMATION

We reserve the right (but do not undertake the obligation) to conduct a review, at any time, to validate your Account information and/or to ensure that your participation in the Site and use of the Services does not breach these Terms and/or any applicable law. You authorize us and our agents to make any inquiries of you and for us to use and disclose to any third party we consider necessary to validate this information. To facilitate the foregoing validation, you agree to provide sufficient information or documentation as we, in our discretion, may request. If you do not provide such information within thirty (30) days of our request, if your responses are incomplete or otherwise insufficient, or if we cannot verify the information applicable to your Account, your Account may be terminated.

PAYMENTS

Payments to us for Service Fees, Retainer Payments, or Payment Plans for your Account must be made using means of payment that we may approve from time to time. We currently require payments be made by a major credit card (i.e., VISA & MasterCard). Payments must be made from a payment source on which you are the named account holder. **Payments are not refundable for any reason.**

You will be charged according to your selected Payment Plan (ex. 6-Pay Bi-Weekly). If payment is declined, Creativity Justified LLC is authorized to retry the card on file a maximum of 3 times. If after 3 times, if payment is declined, a \$50 inconvenience fee will be added to your project, a late payment charge of five percent (5%) per month may be added to your account and immediately become due and payable. Your project will also be placed on hold until the payment is resolved, including any inconvenience and/or late fees. You agree to pay us all reasonable attorney's fees and costs incurred by us to collect any past due amounts. Your Account will be deactivated without further notice if payment is past due, regardless of the dollar amount. If you do not pay the outstanding balance or otherwise contact us regarding reactivating your Account within thirty (30) days, we may



suspend or terminate your Account. We may change our fee structure at any time with thirty (30) days notice.

You agree that we will not be liable for any loss caused by any unauthorized use of your credit card or any other method of payment by a third party in connection with the Site or the Services. **You waive your right to dispute any payment made into your Account and you will bear all costs.**

Any attempt to defraud, through the use of credit cards or other methods of payment in connection with the Site or the Services, or any failure by you to honor charges or requests for payment will result in immediate termination of your project/account and may result in civil claims and/or criminal prosecution against you.

In the case of suspected or fraudulent payment, including the use of stolen credentials, by anyone, or any other fraudulent activity, we reserve the right to block your project/Account. We shall be entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or other unlawful activity and may employ collection services to recover payments.

PROCESSING OF ACCOUNT PAYMENTS

We may use third-party electronic payment processors and/or financial institutions (“ESPs”) to process financial transactions. When initially setting up your Account, you will have the ability to decide which ESP (Square or Stripe) you want to process your payments. By selecting the ESP, you authorize us, as necessary, to instruct such ESPs to handle such transactions. You authorize us to give such instructions on your behalf in accordance with your requests as submitted on the Site for the use of Services. You acknowledge that each ESP has its own terms and conditions of use and that we are not responsible for said terms and conditions. In the event of conflict between these Terms and the ESP’s terms and conditions regarding the Site or the Services, these Terms shall prevail.

RENEWALS

Excluding our Payment Plans, all other services/retainers are provided on a month-to-month, quarterly or annual basis. To provide continuous service, we automatically renew all paid subscriptions upon expiration (“Renewal Date”). By using the Site or the Services, you acknowledge that your Account will be subject to the above-described automatic renewals. In all cases, if you do not wish your Account to renew automatically, please follow the directions set out under the “Termination or Cancellations of Accounts & Refunds” section of these Terms.

TERMINATION OR CANCELLATIONS OF ACCOUNTS & REFUNDS

We may terminate these Terms, terminate your access to all or part of the Site and/or Services, or suspend any user’s access to all or part of the Site and/or Services, at any time, without notice to you, if we believe, in our sole judgment, that you or any user connected to you have breached or may breach any term or condition of these Terms, if we believe it is required by law, or otherwise. We may delete any Account Data or other materials relating to your use of the Site and/or our Services on our servers or otherwise in our possession. You acknowledge that we shall not be liable to you or to any third party for any termination of your access to the Site and/or our Services.

We reserve the right to terminate your Account for nonpayment if, by thirty (30) days after deactivation of your Account, you have not brought your Account balance current or contacted us regarding reactivation. If we terminate your Account, all of your Account Data may be deleted.

You may cancel your Account before the Renewal Date, and your account will not be renewed, but you will be



charged for the use of Services up to the date you cancel your Account.

SECURITY

We will implement appropriate technical and organizational measures to ensure a level of security appropriate to the information required for the performance of the Services. If you provide information to us that requires a higher level of security, such as special categories under the General Data Protection Regulation (“GDPR”), you assume the responsibility of properly securing said information and acknowledge that providing any such information to us which is not required for the performance of the Services is a violation of these Terms.

Nyle Cousain

X

Signed By Nyle Cousain
Signed On: December 22, 2019



Signature Certificate

Document name: Payment Plan Credit Card Authorization - Nyle Cousain

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LEGALLY SIGNED USING
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Build. Track. Sign Contracts.



Nyle Cousain
Party ID: c7fa2738-6cd8-4ae3-a5ff-209479cb7a66
IP Address: 68.228.115.234
Security Level: E-mail

Digital Signature:

Nyle Cousain

Multi-Factor

Digital Fingerprint Checksum **b6ea5bf6a32055528884125517a26a3c**



Timestamp

December 19, 2019 10:48 am CST
December 19, 2019 10:48 am CST
December 19, 2019 10:48 am CST
December 19, 2019 10:59 am CST
December 22, 2019 1:47 pm CST
December 22, 2019 1:52 pm CST
December 22, 2019 1:52 pm CST

Audit

Payment Plan Credit Card Authorization Uploaded by Carrita Tanner - accounts@creativityjustified.com IP 70.229.6.71
Document sent for signature to Nyle Cousain - nylefcousain@gmail.com
Client Accounts at Creativity Justified - accounts@creativityjustified.com added by Carrita Tanner - accounts@creativityjustified.com as a CC'd Recipient Ip: 70.229.6.71
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The document has been signed by all parties and is now closed.



This audit trail report provides a detailed record of the online activity and events recorded for this contract.