

# Terms Of Service Agreement

Last Updated July 16th, 2025

#### 1. INTRODUCTION

Welcome to Prime Presence LLC. These Terms of Service govern your use of our website and services. By using our website and services, you agree to the entirety of these terms. We have tried to make this as simple as possible, but in some cases, for legal reasons, some of the language requires "legalese".

# 2. ACCEPTANCE OF TERMS

These Terms of Service are entered into by and between You and Prime Presence LLC. The following terms and conditions, together with any documents they expressly incorporate by reference, govern your access and use of nrdigitaldynamics.com, including any content, functionality, and services offered on or through nrdigitaldynamics.com. By using our site and services, you agree to and are bound by these Terms of Service and our Privacy Policy, incorporated herein by reference. If you do not agree with any part(s) of these terms, please do not use our site or services.

# BY ACCESSING AND USING THIS WEBSITE, YOU AGREE TO

ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF SERVICE;

YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE OF MAJORITY UNDER APPLICABLE LAW TO FORM A CONTRACT WITH US; AND, YOU AGREE IF YOU ACCESS THE WEBSITE FROM A JURISDICTION WHERE IS NOT PERMITTED, YOU DO SO AT YOUR OWN RISK

# 3. CHANGES TO TERMS

Prime Presence LLC reserves the right to change these terms at any time. Any changes made to this document will be posted on this page with an updated effective date.

We will provide notice of significant changes to these Terms by:

1. Posting a notice on our website's homepage or within the service.



2. Sending an email to registered users [if applicable] at least 30 days before the changes take effect.

By continuing to use our website and its services, you agree to and are bound by these revised terms. If you do not agree with the new Terms, you must discontinue use of our website and services before the changes become effective.

#### 4. SERVICES

We offer Web Design, SEO, Content Writing, and Consultations. Our services are provided "as is," and we make no warranties, express or implied, regarding the accuracy or reliability of these services. We do not guarantee any results and will not be held liable for any changes in normal business patterns.

# 5. RETURN POLICY

If you are dissatisfied with your website, up to 30 days after completion, you may request a return by emailing <a href="mailto:rauschernolan@nrdigitaldynamics.com">rauschernolan@nrdigitaldynamics.com</a>. After 30 days, returns will no longer be considered. A team member will contact you to discuss the matter. Please note that we do not guarantee returns, and they are granted at our discretion. If a return is approved, you may receive a refund of up to 50% of the total pre-tax amount paid.

# 6. OWNERSHIP OF PRODUCTS

Upon receipt of the final payment and project completion, full ownership of the website is transferred to the client. The client assumes all rights and responsibilities for the website and may modify or manage it as they see fit. Prime Presence LLC is not liable for any issues, damages, or legal claims that may arise after the transfer of ownership, including website maintenance, updates, or third-party changes made to the site.

# 7. USER RESPONSIBILITIES

You must provide accurate and complete information when creating an account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

You agree not to engage in any illegal or harmful activities while using our site and services. This includes, but is not limited to, harassment, spamming, and unauthorized access to other users' accounts.

# 8. INTELLECTUAL PROPERTY



All content on our site, including text, graphics, logos, and images, is the property of Prime Presence LLC or its licensors and is protected by intellectual property laws. You may not use, reproduce, or distribute any content without our express written consent.

#### 9. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Prime Presence LLC shall not be liable for any indirect, incidental, special, or consequential damages arising from or related to your use of our site or services. Our total liability to you for any claim arising from these Terms shall not exceed the amount paid by you for the services in question.

Nothing in this Limitation of Liability shall exclude or limit our liability for any losses or damages caused by our gross negligence, intentional misconduct, or fraud.

#### 10. INDEMNIFICATION

You agree to indemnify and hold harmless Prime Presence LLC and its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses arising out of your use of our site and services or your violation of these Terms.

# 11. TERMINATION

We reserve the right to terminate or suspend your access to our site and services at any time, without prior notice, for any reason, including if we believe you have violated these Terms. For less severe offenses [We reserve the right to determine what constitutes a minor violation at our discretion, based on the context of the offense], a notice may be served at our discretion.

# 12. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of Wisconsin, without regard to its conflict of law principles.

# 13. CONTACT US

If you have any questions regarding these Terms, please contact us at rauschernolan@nrdigitaldynamics.com or (920) 676-8162.