

Obstacles Gone Corporation

Account Application / Terms of Service

Binding Agreement – By agreeing to a quotation from Obstacles Gone Corporation, the client enters into a legally binding contract and is subject to the following terms and conditions.

Availability of dates – In the unusual event that Obstacles Gone Corporation is unable to commit to the dates on the quotation, they may cancel the quotation within 3 business days, discharging both parties from any further responsibility.

Changes to scope of work – After acceptance of a quotation, any changes to the quotation can only be made with the written approval of Obstacles Gone Corporation. If changes are not approved, the sole legal remedy of the client is to cancel the work completely. In either case the client will still be responsible for payment of the full amount of the quotation in consideration of time reserved to do the work.

Work requested outside of scope – The client may request that work which is outside of the scope of any accepted quotation be completed. If accepted, this out of scope work will be completed at \$62.50/hr.

Implied Limitation of Scope – Unless otherwise noted on the quotation, web work will be compatible only with Internet Explorer 7+, Firefox 3+, and Safari. Compatibility with other browsers or environments must be specified or will not be supported.

Deployment – Deployment is only supported to our own server or machines. Deployment to a third party environment must be specified on the quotation or will not be supported.

Support – Obstacles Gone Corporation is not responsible for the maintenance or support of our product once deployed, except where the nature of the product is maintenance or support. Under no circumstances does Obstacles Gone Corporation accept responsibility for damage to our product by other parties including, but not limited to, the client or an agent of the client.

Retroactive nature of the agreement – The client agrees that these terms and conditions will be applied to all outstanding invoices issued by Obstacles Gone Corporation.

Limitation of Liability – Obstacles Gone Corporation is not responsible for any damages arising directly or indirectly from the agreement. This includes but is not limited to liability for late delivery, insufficient product performance, or ambiguity in the original quotation. It is the sole responsibility of the client to ensure that the deliverables described in the quotation satisfy the client's requirements.

Billing for Time – The amount billed is in consideration of time reserved by Obstacles Gone Corporation for completion of the work specified on the quotation. It is the responsibility of Obstacles Gone Corporation to complete the work even if it cannot be completed in the time allotted except under the following circumstances:

- Any items to be supplied to Obstacles Gone Corporation are not received before the first work day shown on the quotation
- The client exercises their option to cancel the work and receives a confirmation of cancellation in lieu of the work originally agreed to in the quote.

Under these circumstances, the client forfeits the right to receive any deliverables described in the quote.

Invoicing – Obstacles Gone Corporation may generate an invoice at any time after the quotation has been agreed to by the client. All invoices are due immediately. Invoices will be sent to the email address where the quotation was sent.

Overdue Invoices – Invoices become overdue 30 days after they are issued except where a due date is specified in the quotation. In this event, invoices become overdue on the day following the due date in the quotation.

Overdue Payment Penalty – Overdue invoices are immediately subject to a penalty of \$20, and an additional penalty of \$20/month.

Overdue Balance Discount – Any discount applied to an invoice will be rescinded should the balance become overdue.

Overdue Balance Interest – Overdue balances will be charged interest at a rate of 20% per annum compounded monthly.

Assignment of debt – Obstacles Gone Corporation reserves the right to assign any debt to a third party.

Payment Method – Payment must be made by one of the following methods:

- Check or money order made out to Obstacles Gone Corporation and mailed to

Obstacles Gone Corporation
37 Woolsthorpe Cres.
Thornhill, ON, L3T 4E1

• Visa/MasterCard/American Express by following the links in the online invoice viewing area.

• Interac Email Money Transfer to ar@obstaclesgone.com

Terms and Conditions subject to change – These terms and conditions are subject to change from time to time and the client is responsible for staying abreast of changes. Updates to the standard terms and conditions will be posted at <http://content.obstaclesgone.com/tos>. The client agrees to abide by all of the terms and conditions of the updated contracts. Should the client not agree with the new terms, the client must pay their balance in full within 30 days, releasing them from any further contractual obligations.

You may express explicit agreement with these terms and conditions by accepting a quotation online, or by filling in the following section.

COMPANY INFORMATION:

Company(if applicable): _____

Billing Address: _____

Primary Phone: _____

BILLING CONTACT INFO:

First Name: _____

Last Name: _____

Email Address: _____

AUTHORIZING PARTY:

(leave blank if same as above)

First Name: _____

Last Name: _____

Email Address: _____

I, the undersigned, understand and accept the terms and conditions above.

Signature: _____
(signature of authorizing party)

Date: _____