

## ARIEL PUBLICITY AND CYBER PR® TERMINATION AND REFUND POLICY

Below is our cancellation and refund policy. It expands upon the corresponding section of the Cyber PR Services Agreement: (f) *Termination and Refunds*. Please review and contact us should you require further clarification.

### **The Policies:**

Any customer may discontinue their services for any reason. If you opt to discontinue your services, we will cease further work on your services, upon receipt of your cancellation, refund and Agreement termination written request, with the understanding that certain pre-planned posts and/or pitches may have already been scheduled or submitted, and those posts and/or pitches will not be removed following discontinuance.

*However:*

- If a customer cancels within 2 days after the customer signs up for a service, then the fees paid will be 100% refundable except for any costs, expenses and/or transaction fee charges incurred and/or assessed during such time (such as but not limited to credit card and PayPal transaction fees).
- If a customer cancels within 14 days after the customer signs up for a service, then the total fees for the service, once paid, will be 75% refundable except for any costs, expenses and/or transaction fee charges incurred and/or assessed during such time (such as but not limited to credit card and PayPal transaction fees).
- If a customer cancels within 21 days after the customer signs up for a service, then the total fees for the service, once paid, will be 50% refundable except for any costs, expenses and/or transaction fee charges incurred and/or assessed during such time (such as but not limited to credit card and PayPal transaction fees).
- After 22 days, there are no refunds, full or partial, for cancellations.

*We will normally decline refund requests in the following cases:*

- When any statements of dissatisfaction or requests for refunds are received after a service is completed.
- When a customer informs us about changing the decision to start a service after the entire VPK®, bio, and/or marketing plan are completed and already given to the customer for use.
- When a customer requests a refund due to the absence of services that we never claimed to provide and that are not listed on our website.
- In regard to biography writing, when any statements of dissatisfaction or requests for refunds are received after your biography is completed and used in your service or anywhere else by you (such as but not limited to your website or social media websites).

*Additional Information:*

- In any case of a cancellation, refund or Agreement termination, your registration name will be immediately blocked and you will not be able to use or access your Cyber PR® account or VPK®.
- We will start to build your VPK® if you have paid a deposit for the service; however, we will not deliver your marketing plan, start a service or complete and send out your VPK®, unless agreed to in

writing, until you have paid the full service fee.

- Once you sign up and make an initial payment towards your service, you must start the service and / or use the Cyber PR® system within 6 months of sign up or pay the difference if the service prices change.

**ATTENTION:** If we grant any refund, then you receive your refund minus any costs, expenses and/or transaction fee charges incurred and/or assessed (such as but not limited to credit card and PayPal fees).

*Explanation and Rationale:*

Once you register for an account, we make extensive arrangements and financial investments in order to provide your services, and, in the case of your cancellation, refund or Agreement termination, we incur significant administration challenges, a drain on resources, expenses and third party costs, loss of substantial time in addition to loss of open service slots for other artists who want to jumpstart their careers. Given these facts, we cannot issue 100% refunds after a certain amount of time.

*Extenuating Circumstances:*

We understand that there might be extenuating circumstances. Please contact us and we will work with you to address your problem. In accordance with this exception, refunds may be granted on a case-by-case basis, are at our sole discretion and all decisions are final and binding. When exceptions are made, refunds may be partial and or limited and no transaction fees are refunded. In some circumstances, we may instead offer to defer your service to a later date or suspend performance for an agreed period.

**How to Request a Cancellation, Refund or Termination of Your Agreement:**

All cancellations, refunds and Agreement termination requests must be in writing. If you are dissatisfied with the services we provide, please notify us and we will attempt to rectify the situation, if possible. However, in the event that you wish to cancel your services, request a refund or terminate your Agreement, we require two (2) days' written notice to us at [ariel@arielpublicity.com](mailto:ariel@arielpublicity.com). Your request must include your full name, email address, contact telephone number and the reasons for which you are requesting a cancellation, refund or termination of your Agreement in your correspondence. If you cannot email us, you may also write to us at: Ariel Publicity, Artist Relations, and Booking, LLC and Cyber PR, LLC, 389 12th Street, Brooklyn, NY, 11215. It is recommended that in addition to emailing/writing to us, you also call us to make sure we have received your request. You may call us at: 212-239-8384. Thereafter, in regard to your request to terminate your Agreement, we will agree to terminate your Agreement within two (2) business days from the receipt of such notice, so long as you meet the terms and conditions described herein.

It is our goal to ensure that you have the best experience with us. In turn, we trust that you will not take advantage of our termination and refund policy. If we provided expertise and fulfilled an entire service, please do not expect your money back - unless there was an unforeseen problem with the arrangement.