

VioPixel Refund & Chargeback Policy

Effective Date: 03/21/2019

Last Updated: 11/26/2024

At VioPixel, we are committed to excellence in every service we provide—from web design and development to comprehensive digital marketing strategies. Because our work is highly customized, time-intensive, and strategy-driven, **all sales are final, and no refunds will be issued under any circumstances.**

By engaging with VioPixel, you (the "Client") agree to the terms set forth below. These terms are legally binding and are enforced to protect the integrity of our work and our agency.

SECTION 1: GENERAL POLICY – APPLIES TO ALL SERVICES

1.1 No Refunds – No Exceptions

All payments made to VioPixel are **non-refundable**. This includes:

- Deposits
- Retainers
- Partial payments
- Full payments
- Monthly recurring billing for digital marketing services

Under **no condition** will VioPixel offer a refund once payment is made, including but not limited to:

- Client changes their mind
- Client fails to provide content, access, or approvals
- Client discontinues communication

- Client's internal business decision or financial hardship
 - Perceived lack of results within a short timeframe
 - Delays caused by third-party platforms (Meta, Google, Hosting Providers, etc.)
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SECTION 2: WEBSITE DESIGN & DEVELOPMENT SERVICES

2.1 Project-Based Web Design / Development

Our website projects are milestone-driven. Upon payment:

- Work is allocated based on phases (Discovery, Design, Development, QA).
- Each phase is reviewed and approved by the client before proceeding.
- Once a phase is approved, all related work is considered final and billable.

2.2 No Refunds on Deposits or Partial Work

Initial deposits secure production time, design planning, and resource allocation. These are **non-refundable**, regardless of project completion or client decisions mid-project.

2.3 Delays Due to Client Inaction

If a project stalls for more than **15 business days** due to lack of client input, access, or approvals, the project may be placed “on hold” with no refund issued. If dormant for more than **45 days**, the project will be considered abandoned and closed. Reactivation may require a restart fee.

SECTION 3: SOCIAL MEDIA MARKETING (SMM)

3.1 Paid Social Campaigns (Facebook, Instagram, LinkedIn, etc.)

SMM involves account strategy, audience targeting, content creation, and budget optimization. Due to the real-time nature of ad spend and setup:

- **No refunds will be issued once a campaign has started**, regardless of ad performance.
- Monthly retainers are billable **in advance** and are **non-refundable**, even if the campaign is paused mid-month.

3.2 Client Responsibilities

The client must provide:

- Access to social media ad accounts and pages
- Creative assets or brand guidelines (if available)
- Timely approvals and feedback

Failure to provide these will not warrant a refund or pause in billing.

3.3 Performance Disclaimer

VioPixel does **not guarantee** specific ROI, reach, or engagement levels. Results vary by industry, competition, audience behavior, and platform algorithm. Marketing results are not grounds for a refund.

SECTION 4: GOOGLE ADS / PPC MANAGEMENT

4.1 Setup and Management Fees

Google Ads services involve account audits, keyword research, ad copy, bid strategy, and ongoing optimizations. Our setup fees and monthly management fees are **non-refundable**, regardless of campaign length or performance.

4.2 Media Spend

Client media budgets are paid directly to Google Ads (via client's account). These funds are separate from VioPixel's management fee and are **not controlled, handled, or refunded** by VioPixel under any circumstance.

4.3 No Guarantee of Ad Results

Digital ad performance is influenced by many variables including competition, seasonality, landing page quality, and user behavior. VioPixel does **not guarantee** lead volume, conversions, or click-through rates, and these cannot be used as justification for refunds or chargebacks.



SECTION 5: OTHER DIGITAL MARKETING SERVICES

This includes:

- **Email Marketing**
- **SEO (Search Engine Optimization)**
- **Content Marketing**
- **Conversion Rate Optimization**
- **Landing Page Optimization**
- **Analytics & Reporting**
- **Reputation Management (Reputation Pro)**

5.1 Strategy-Based Services

All strategy, research, audits, and execution are considered **intellectual labor** and are non-returnable. Once the work begins, there is no refund—even if the client does not use the deliverables.

5.2 Monthly Billing

Ongoing marketing services are billed on a **pre-paid monthly cycle**. Billing continues unless canceled with **30 days' written notice**. Pausing a campaign does not pause billing unless previously agreed in writing.



SECTION 6: CHARGEBACK & DISPUTE POLICY

6.1 No Chargeback Clause

By purchasing any service from VioPixel, you agree that:

- You will **not initiate a chargeback or payment dispute** with your bank or payment processor.
- Any chargeback initiated is a **breach of this agreement**.
- VioPixel reserves the right to recover funds through a third-party collections agency and pursue **legal action** for:
 - Services rendered
 - Legal fees
 - Administrative costs
 - Damages caused by the dispute

6.2 Legal Enforcement

This policy is binding under the jurisdiction of the State of Texas. Any legal proceedings related to this policy will be held in Travis County, Texas.



SECTION 7: ACCEPTANCE OF TERMS

By submitting payment, signing a service agreement, or accessing services from VioPixel, the client acknowledges that they have read, understood, and agreed to this Refund & Chargeback Policy in its entirety.