

## **WEBSITE DEVELOPMENT AND SEO ADDITIONAL TERMS**

IMPORTANT: THESE ARE THE TERMS PERTAINING TO OUR WEBSITE DEVELOPMENT AND SEARCH ENGINE OPTIMIZATION (“SEO”) SERVICES. THESE TERMS ARE REFERRED TO IN YOUR MASTER SERVICES AGREEMENT WITH US AND ARE INCORPORATED THEREIN.

YOUR EXECUTION OF A PURCHASE ORDER FOR WEBSITE DEVELOPMENT AND/OR SEO SERVICES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE ADDITIONAL TERMS.

IN THE EVENT OF A CONFLICT BETWEEN THESE ADDITIONAL TERMS AND YOUR MASTER SERVICES AGREEMENT, THESE TERMS SHALL CONTROL.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE THE RIGHT TO ESTABLISH TERMS FOR THE CONTINUED USE OF OUR SERVICES. ACCORDINGLY, WE RESERVE THE RIGHT TO MODIFY THESE TERMS FROM TIME TO TIME WITH OR WITHOUT NOTICE TO YOU. YOU AGREE THAT YOUR USE OF THE SERVICES CONSTITUTES YOUR AGREEMENT TO ANY SUCH MODIFICATION.

TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN YOUR MASTER SERVICES AGREEMENT.

### **1. Website Plans.**

1.1. The website plan you purchase will be as set forth in your Purchase Order.

### **2. Website Set-Up Logistics.**

2.1. **Set-Up.** We will begin work on your website after you have completed a Purchase Order and following initial consultation with you to discuss your business, products and services, and your goals for the website. We will design your website based on your choice of different themes we offer. After we have completed the first draft of your website, we will contact you to schedule a consultation to review the completed website. We will also send you a link to the first draft of your website for review, and we ask that you provide any feedback or revisions within ten (10) business days of us sending the link. If you do not provide any feedback or revisions within such ten (10) business days, you agree that you will forfeit the second revision of your website. Unless otherwise set forth in the applicable Purchase Order, your recurring billing will begin thirty (30) days after the execution of the Purchase Order or, if earlier, the live date of the website. You agree that you will make yourself reasonably available and cooperate with us as we may reasonably request during our design of your website.

2.2. **Your Information.** During the set-up process, you will provide us with various information required to create your website. You acknowledge and agree to provide true, accurate, current, and complete information about your business and agree to promptly update the information if any of it changes. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, we may suspend your website and we may terminate our obligations hereunder.

- 2.3. **Domains.** If requested, we will provide an internet domain name for your website, subject to availability. If we provide your domain name, we will be responsible for maintaining your domain name, including all renewals and paying all applicable registration and maintenance fees, however, you will be invoiced for our service of maintaining such domain name, unless such cost is built into your applicable plan. If your website uses a domain name you provide, you will be solely responsible for maintaining your domain name, including all renewals and paying all applicable registration and maintenance fees. In addition, you represent and warrant that you own all rights to such domain name or, alternatively, that you have the right to use the domain name in connection with your website. Furthermore, you may be required to provide us with the relevant login credentials to your domain provider so that we may update any applicable DNS records, and you hereby authorize us to update such records if you provide us with such credentials. You acknowledge and agree that we make no guarantees or warranties as to the settings of your DNS, and we shall have no liabilities arising out of or relating to our changes to DNS records whatsoever.
- 2.4. **Directory Services.** Depending on the plan you chose, we may create and post online in the directories of third parties, profile page(s) for you, which may include the following information: your name, phone number, email address, physical address, photos, videos, and information regarding your products or services and your business (the "Local Profile"). You acknowledge that because of the nature of the Internet, your Local Profile may remain on the third-party sites even after we are no longer providing Services to you. Such Local Profiles may also utilize the tracking services.
- 2.5. **Attribution.** We may include our name and/or logo, along with a hyperlink to our website, on one or more of your website pages.
3. **SEO.** SEO is our search engine optimization Service designed to increase your organic search visibility, brand footprint and reputation, leading to increased customer leads and targeted conversions. We do not guarantee specific placement for any specific keywords or key phrases, nor the effect of the Services on search engine placement generally. You will have the opportunity to review new website content or other SEO content upon request before it goes live, but if you do not provide feedback within ten (10) business days, you authorize us to publish such content as described in the email delivering it to you. You agree that you will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access your account with us or to monitor or copy any webpages that we or our third party vendors own, operate or host in connection with the SEO Service or the content contained therein except those automated means expressly made available by us.
4. **Fees**
- 4.1. **Description of Fees.** You agree to pay the following, in the amounts set forth on the Purchase Order:
- Set-Up Fees refers to one-time fees for the set-up of your website. Any applicable Set-Up Fees will be set forth on your Purchase Order.

- Recurring Monthly Payment refers to the monthly fee for your website. Unless otherwise set forth in the applicable Purchase Order, your recurring billing will begin thirty (30) days after the execution of the Purchase Order or, if earlier, the live date of the website.
- Other Fees refers to any other fees for additional services that you request, such as for providing additional content or providing an SSL certificate.

4.2. **Timing of Payment.** Prior to your initial set-up consultation, you will pay the Set-Up fees, the fees for the initial Recurring Monthly Payment and any Other Fees, if applicable (the “Initial Payment”). All Recurring Monthly Payments shall be paid at the beginning of each month. ***You understand and acknowledge that all amounts owed must be paid in advance of each month and that, in addition to being in breach of your contractual obligations, your website may become inaccessible if timely payment is not made.***

5. **Term and Termination.** Your services will begin upon our acceptance of the Purchase Order and your remittance of the Initial Payment, and shall continue until cancelled in accordance with your Master Services Agreement. Unless otherwise stated in the Purchase Order, Website and SEO Services are for a minimum term of one (1) year and automatically renew for additional one (1) year periods unless cancelled in accordance with your Master Services Agreement.

## 6. Privacy Matters.

6.1. **Privacy Policy.** Your website must have a privacy policy that complies with applicable legal requirements. You may provide your own privacy policy or we will provide a template privacy policy based on information that you provide to us. The privacy policy template provided by us will accurately explain the privacy implications of your services and assumes, among other things:

- you will not trade, rent or sell users' personal information;
- you will not share users' personal information with third-parties for marketing and promotional purposes;
- you will allow users to opt-out of receiving marketing and promotional communications from you by email, phone and/or automated unsubscribe technology;
- upon request, you will provide users information regarding what data you have about them, change/correct data about them, and/or delete data about them;
- you will not knowingly collect or use any personal information from children under the age of 13; and
- you will take reasonable physical, electronic and procedural safeguards to protect users' personal information.

In addition, the privacy policy must disclose all of the privacy implications of your site (including your use of data collected from the site). ***Accordingly, if you elect to use a template you must carefully review the standard privacy policy we provide you and confirm it is accurate and adequate for your specific intentions and uses. In particular, but without limitation, the standard privacy policy does not include an exhaustive list of elements that may be required by***

*law or by service provider guidelines (by way of example only, the standard privacy policy does not contain elements that may be required regarding certain health care or financial information). The privacy policy template should NOT be construed as legal advice or used as a substitute for seeking professional legal advice. The drafters and providers of the template are not responsible for the use of the template or any information or absence of information in the template. Accordingly, you acknowledge and agree that you are solely responsible for ensuring that your privacy policy is adequate for your unique needs and that failure to do so may expose you and us to liability which you hereby agree you fully indemnify us for.*

- 6.2. **Access to Information.** You understand and acknowledge that we may, for purposes of quality assurance and SEO assessment, access the information that you store in, and messages that you send using your website. It is your obligation to advise us if you want such access to be limited and to determine whether your use of your website is in compliance with any privacy practices to which your business may be subject (such as the Health Insurance Portability and Accountability Act and other similar laws).
- 6.3. **Disclosure of Information.** In addition, you understand and acknowledge that we may disclose such of your information, including your contact and account information, to courts, law enforcement authorities and/or other relevant third parties, when such disclosure is necessary or advisable, at our sole discretion, to conduct an investigation, respond to a third party or law enforcement subpoena or court order, bring legal action or pursue other relief when you or a third party are or may be: (i) violating our terms and conditions of use; (ii) causing injury or other harm to, or otherwise violating our property or other legal rights, or those of other users or third parties; or (iii) violating federal, state, local, or other applicable law.
7. **Legal Requirements.** You acknowledge and agree that you are solely responsible for providing any disclaimers, notices or other content that you may be required to include on your website due to legal, licensing or other requirements specific to your profession, business, location or any other requirements. Similarly, if you are prohibited from making certain statements on your website due to legal, licensing or other requirements, it is your sole responsibility to inform us of such limitations and confirm your website is compliance in connection with each required approval.
8. **License.** Subject to these Terms, we hereby grant you a limited, revocable, non-transferable and non-exclusive license to your site. This license does not permit you, and you agree not to: store, copy, reproduce, republish, modify, upload, post, translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reverse assemble, decipher or otherwise attempt to discover any programming code or any source code used in or with the website, or otherwise distribute in any way the website other than as specifically permitted in these Terms. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the website, create derivative works based on or in any manner commercially exploit the website, in whole or in part, other than as expressly permitted in these Terms. Upon the cancellation of your Service, we shall immediately make your website inaccessible (subject to the transition assistance described below) and you will no longer have any rights to your website, except that you will have a perpetual nonexclusive license to use and publicly display the Custom Content (as defined below) in conjunction with advertising and promotional projects, entertainment applications, or prints, posters

or other promotional purposes, but not for resale, license or other distribution. We reserve all rights not expressly granted in these Terms.

## 9. Content.

9.1. **Our Content.** Other than Custom Content and Your Content (which are addressed below), (i) all material and services we provide to you, including, but not limited to, the design of and "look and feel," layout, email templates, photographs, graphics, images, text, audio, video, messages, interactive and instant messaging, design and functions, software, software documentation, files, documents, or other materials, whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, "Our Content"), and (ii) all of our trademarks, logos, and brand elements ("Our Marks"), are owned by us or other parties that have licensed their material or provided services to us, and are protected by copyright, trademark, trade secret and other intellectual property laws. You will not (and will not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in any of Our Content or Our Marks. We will promptly notify you if the use of any of Our Content infringes or could infringe the intellectual property rights of any third party. In such event, we will remove such of Our Content from your website and will use commercially reasonable efforts to provide replacement content. You agree not to use any such infringing material after notice of such infringement or potential infringement.

9.2. **Your Content.** As between us, you own all of the content, including any text, files, images, graphics, illustrations, data, logos, trademarks, service marks, promotional materials, product or service information, comments, reviews, photos, audio and video clips and other information, that you provide to us for inclusion in your website or that you directly (or indirectly via website visitors) add, post or share via your website (referred to as "Your Content"). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide, royalty free license to use, reproduce, display, perform, adapt, modify, distribute, make derivative works of and otherwise exploit Your Content in connection with your website. We may use Your Content to the extent it is (or has been) accessible on your website to advertise and promote our Services. We may, but have no obligation to, monitor Your Content on your website, and, in our sole discretion, we may refuse to post, remove, or require you to remove, any of Your Content, in whole or in part, determined to be unacceptable, undesirable, inappropriate, or in violation of these Terms.

9.3. **Custom Content.** Your license to use your website includes a license to use the content that we create specifically for your website based on your business, products and services ("Custom Content"). Upon the cancellation of your Service, you will continue to have a perpetual, irrevocable, nonexclusive, worldwide, royalty free license to use and publicly display the Custom Content in conjunction with advertising and promotional projects, entertainment applications, or prints, posters or other promotional purposes, but not for resale, license or other distribution.

9.4. **Your Representations.** You are legally responsible for Your Content and we are in no way responsible for it. You represent and warrant that:

- you own all rights to Your Content or, alternatively, you have the unrestricted right to give us the rights described above, including the right to display the Your Content on your website;
- you have paid and will pay in full any fees or other payments that may be related to the use of the Your Content; and
- Your Content does not infringe the intellectual property rights, privacy rights, publicity rights, moral rights or other legal rights of any third party.

10. **Third-Party Sites.** Depending on the services you purchase and your individual circumstances, you may give us access, including by providing login and password information, to certain third-party accounts and services such as domain providers, DNS providers, Google+, directories, and Google Analytics, to allow us to use and or modify those sites on your behalf. When you give us access to a third-party site, or request that we establish an account with a third-party site, you agree that you have read all contracts and written agreements governing such access, login information and passwords and that you have all the necessary contractual and legal rights to give us such access, login information and passwords. In addition, you are authorizing us to use the functionality of such third-party site on your behalf, in any manner we see fit. We will take actions such as registering you with such third-party site, and managing and accessing your account and information (including listing and profile information) on such third-party site. If you have, for instance, a Yelp listing, you will be asked to authorize us to access and manage that listing (so that we may validate and enhance the listing), or if you do not have a Google+ Local listing, you will be asked to authorize us to create one for you. Because of the interconnected nature of the internet, your information posted to third-party sites may be difficult to update or remove. For example, even if your information is removed from or updated on a third-party site, it may persist on other websites (including other websites) or may be cached in search engine indexes.

11. **Transition Assistance.** Unless your Service is terminated because of nonpayment or other breach of these terms, upon termination of your Service and for a period of 30 days thereafter (the "Transition Period"), we will use commercially reasonable efforts to provide you transition assistance, including:

- transferring ownership of any domain that we may have obtained on your behalf;
- working with you to enable you to have continued access to your presence on third-party sites (for example, by providing you with instructions on how to transfer the accounts; provided, we will not provide or transfer to you any of our-hosted e-mail addresses or passwords);
- providing such other assistance as we may choose to provide in our sole discretion.

After the Transition Period, we will have no further obligation to provide you with assistance and we shall have the right, but not the obligation, to delete all of Your Content. You acknowledge and agree, however, that we are under no obligation to remove any content that has been disseminated to third-party sites.

12. **Disclaimers.** IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE MASTER SERVICES AGREEMENT, WE (I) MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO

YOU BY OR ON BEHALF OF US (INCLUDING ANY REPORTING, ANALYTICS AND SIMILAR INFORMATION) OR ANY CONTENT AVAILABLE ON OR THROUGH YOUR WEBSITE (INCLUDING ANY CONTENT SUBMITTED BY AN END-USER); AND (II) CANNOT AND DO NOT GUARANTEE SPECIFIC PLACEMENT FOR ANY SPECIFIC KEYWORDS OR KEY PHRASES, NOR THE EFFECT OF THE SERVICES ON SEARCH ENGINE PLACEMENT GENERALLY.

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