

Marketing Services Agreement

Last Updated: January 27, 2018

In addition to the terms and conditions provided at just99webdesign.com/terms-conditions, the following additional terms and conditions shall apply to purchases of Marketing Services (“Marketing Services,” as further defined below).

MARKETING SERVICES. Just 99 Web Design agrees to provide Customer with certain services including, but not limited to, one or more of the following depending on which services are selected by Customer: Search Engine Optimization (“SEO”), E-mail Marketing, Social Media Marketing, Pay-per-Click Advertising, Mobile App Development, Domain Name Services, and Business Email Services. These services are more fully described on the Web page <http://just99webdesign.com> and hereinafter collectively referred to as “Marketing Services.”

SEO CUSTOMER RESPONSIBILITIES. For Marketing Services involving Search Engine Optimization, Customer agrees:

- To provide Just 99 Web Design with FTP access to its websites for uploading new pages, and making changes for the purpose of Marketing Services optimization or approval to go through a third party. If Customer does not provide Just 99 Web Design with said access, then Customer agrees to implement, or arrange for the implementation of, website changes as requested by Just 99 Web Design.
- To authorize Just 99 Web Design use of all Customer's logos, trademarks, website images, designs, etc., for use in creating informational pages and any other uses as deemed necessary by Just 99 Web Design with prior written approval from Just 99 Web Design via email.
- That if Customer's website(s) is light in textual content, Customer will provide additional relevant text content in electronic format for the purpose of creating additional web pages. Customer agrees to provide content, for example—200 to 500 word "articles," about each of their keyword phrases identified by Just 99 Web Design. Just 99 Web Design may recommend content creation and site architecture changes. Customer understands that their acceptance or rejection of these recommendations could affect the outcome of the search engine optimization project.
- To create a back-up of all website files prior to allowing Just 99 Web Design access to them.
- To provide necessary review, feedback and requested information to Just 99 Web Design in a timely manner.

SEO CUSTOMER ACKNOWLEDGEMENTS. For Marketing Services involving Search Engine Optimization, Customer understands, acknowledges and agrees that:

- Many of the resources Just 99 Web Design may employ under this Agreement are competitive in nature. Just 99 Web Design does not guarantee #1 positions, consistent positioning, “top 10 positions” or placement for any particular keyword, phrase or search term. Search engine positioning is, by its nature, dependent on many factors outside of Just 99 Web Design’ and Customer’s control, such as the budget, resources, and website content, of competitors.

Customer acknowledges that Just 99 Web Design' past performance is not indicative of any future results Customer may experience.

- Just 99 Web Design has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Customer's website(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity. Just 99 Web Design will resubmit those pages that have been dropped from the index.
- Just 99 Web Design is not responsible for changes made to Customer's website(s) by Customer or other parties that adversely affect the search engine rankings of Customer's website(s).

ADVERTISEMENTS. For Marketing Services involving online advertisements, positioning of Marketing Services or related advertisements is at the sole discretion of Just 99 Web Design and/or Just 99 Web Design service partners (the "Service Partners"). Moreover, advertisements are subject to the approval of Just 99 Web Design and its Service Partners. Just 99 Web Design and its Service Partners reserve the right to reject, cancel, modify or remove, without notice to Customer, any advertisement, or related keyword, webpage, link, space reservation, position commitment or any element thereof, at any time, for any reason whatsoever in its sole discretion (including belief by Just 99 Web Design or its Service Partners that such advertisement, keyword, etc., may subject Just 99 Web Design or its Service Partners to any criminal or civil liability). Customer hereby grants to Just 99 Web Design and its Service Partners a non-exclusive, worldwide, fully paid license to use, reproduce and display any advertisement (and the contents, trademarks and brand features contained therein) in accordance herewith. As between Customer and Just 99 Web Design, all materials, information, and other content provided by Customer to Just 99 Web Design for fulfillment of Marketing Services shall remain the sole and exclusive property of Customer. However, all rights pertaining to any advertisement created by Just 99 Web Design, whether now or hereafter existing, are reserved by Just 99 Web Design.

In the event that Just 99 Web Design or the Service Partners (i) fail to publish an advertisement in accordance any specified schedule, (ii) fail to deliver any guaranteed advertising within the specified time frame, (iii) fail to deliver a guaranteed number of total page views by the end of a specified period, or (iv) of any other failure, technical or otherwise, of any advertisement to appear as expressly provided by Just 99 Web Design, the sole liability of Just 99 Web Design and the Service Partners to Customer shall be limited to, at the sole discretion of Just 99 Web Design and/or the Service Partners, (i) a pro rata refund of the advertising fee representing undelivered page views, (ii) rollover of the guaranteed advertising into a subsequent time frame, (iii) placement of the advertisement at a later time in a comparable position, or (iv) extension of the term of the Agreement until total page views are delivered.

EMAIL MARKETING. If the Marketing Services involve any e-mail marketing, Customer acknowledges and agrees that Customer will only use the Marketing Services to send emails to customers and prospects that have directly consented to receive email from them (the "opt-in method"). Customer is prohibited from transmitting unsolicited commercial email ("Spam") via the Marketing Services. Customer agrees not to use the Marketing Services to send Spam or any other type of unsolicited email or that would otherwise violate the Just 99 Web Design Terms of Use. For any list of email addresses provided by the Customer, Customer agrees to provide Just 99 Web Design with the source of the email addresses, the method used to capture the data, and verification of the consent to receive emails from any such customer or prospect. Customer further certifies that Customer will not use rented or purchased lists, email append lists, or any other list that contains email addresses captured in any other method than the opt-in method. Customer will be solely and completely responsible for any of these

aforementioned acts committed by Customer in relation to Customer's use of the Marketing Services.

INTELLECTUAL PROPERTY RIGHTS. Customer represents to Just 99 Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Just 99 Web Design are owned by Customer, or that Customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Just 99 Web Design and its subcontractors from any claim or suit arising from the use of such elements furnished by Customer.

INDEMNIFICATION. Customer shall indemnify and hold harmless Just 99 Web Design and its Affiliates from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Just 99 Web Design as a result of any claim, judgment, or adjudication against Just 99 Web Design related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Customer to Just 99 Web Design (the "Customer Content"), or (b) a claim that Just 99 Web Design' use of the Customer Content infringes the intellectual property rights of a third party.

DISCLAIMER OF WARRANTIES. COMPANY DOES NOT WARRANT THAT THE MARKETING SERVICES WILL MEET THE CUSTOMER'S EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH CUSTOMER. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, COMPANY PROVIDES ITS MARKETING SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY'S COMPUTING AND DISTRIBUTION SYSTEM. IF ANY PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

USE OF MATERIAL FOR PROMOTIONAL PURPOSES. Customer grants Just 99 Web Design the right to use its work in producing Marketing Services for promotional purposes. Customer grants Just 99 Web Design the right to list, reference or otherwise identify Customer as a client of Just 99 Web Design in Just 99 Web Design' advertising and marketing.