



TERMS AND CONDITIONS OF DIGITAL SERVICES

PURPOSE

Client desires to purchase digital services from Wampler Marketing & Advertising BY SIGNATURE of the Design Package Agreement. For valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

1. “Wampler Marketing & Advertising” (*formally known as Wampler MacGregor & Associates, Inc.*) is a Massachusetts Corporation.

1.2 “Client” refers to the company or individual requesting the services and products of Wampler Marketing & Advertising

1.3 “Service(s)” refers to Wampler Marketing & Advertising search engine optimization, content creation, and/or management packages and services purchased by Client.

1.4 “Confidential Information” refers to information that is identified by the disclosing Party as confidential, except for information that: (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party or, (ii) was available to the receiving Party on a non-confidential basis prior to the Effective Date, (iii) is independently developed by the receiving Party without the use of Confidential Information provided by the other Party, or (iv) becomes available to the receiving Party on a non-confidential basis from a source other than the other Party, provided that such source is not bound by a confidentiality agreement with, or obligation to, such other Party.

2. GENERAL TERMS & OBLIGATIONS OF THE PARTIES

2.1 Wampler Marketing & Advertising agrees to perform the Services selected by Client as set forth in Design Package Agreement. Wampler MacGregor & Associates shall perform the Services to the best of its ability in accordance with general criteria as stipulated by industry standards. Clients may upgrade or downgrade the Service package at any time.

2.2 Client shall supply Wampler Marketing & Advertising with any necessary information as it may request from time to time for the creation, completion, and management, if applicable, of Service. Wampler Marketing & Advertising will not be liable for any incorrect or erroneous information supplied by Client. Client agrees to effect any requested, necessary changes to their website, within the timeframe set forth by Wampler Marketing & Advertising.

2.3 If applicable, Client will supply Wampler Marketing & Advertising with any necessary administrator access rights to the Client’s website in order to optimize the website, improve marketing campaigns, and/or perform other associated tasks.

2.4 Where Client purchases Search Engine Optimization Packages, Client consents to the submission of information by Wampler Marketing & Advertising to search engine companies on Client’s behalf for the purposes set forth herein. Client further agrees and acknowledges that effective execution of Services is contingent on Client’s agreement the respective terms and conditions of such search engine providers. Client acknowledges that Wampler Marketing & Advertising makes no representation or guarantee as to page rankings, increased website visibility, or inclusion in specific search engines.

2.5 Where Client purchases Management services, Client consents to the submission of information by



Wampler Marketing & Advertising to marketing agents on Client's behalf for the purposes set forth herein. Client further agrees and acknowledges that effective execution of Services is contingent upon Client's agreement with any respective terms and conditions of such agent. Client acknowledges that Wampler Marketing & Advertising makes no representation or guarantee as to traffic volumes, feed-visibility volumes, content rankings, promotions, number of views, comments, likes, or other calls to action.

2.6 Wampler Marketing & Advertising does not guarantee any specific traffic volumes, feed-visibility volumes, improved search rankings, content rankings, page rankings, inclusion in specific search engines, promotions, calls to action (including, but not limited to likes, comments, shares, reposts, etc), or any other quantifiable increases in the Client's search position online. No service provider can specify or guarantee search performance results after purchasing search engine optimization, content creation, and/or management services.

2.7 Wampler Marketing & Advertising reserves the right to refuse the completion of Services where it believes, in its sole discretion, that the Client's website: (i) offers goods or services, uses or displays materials, that are illegal, obscene, vulgar, offensive, dangerous or are otherwise inappropriate; (ii) has become the subject of a government complaint or other regulatory investigation; or (iii) has violated or threatens to violate the letter or spirit of the Agreement.

2.8 Wampler Marketing & Advertising reserves the right in its sole discretion to refuse the use of materials that are subject to Intellectual Property rights of a Third Party without expressed permission or appropriate license from that Third Party. In such an event, Client must present written evidence of the permitted use to Wampler Marketing & Advertising.

2.9 Wampler MacGregor & Associates reserves the right to alter and/or modify this Agreement at any time.

3. BILLING AND PAYMENT

3.1 Client shall pay Wampler Marketing & Advertising for the selected Services at the rates, fees, and charges set forth in the Design Package Agreement, service order, or administration area. Non-recurring charges such as any initial set-up fee will be charged at the point of purchase. Wampler Marketing & Advertising will use best efforts to charge any applicable monthly recurring fees on the same day as Client's original Service package purchase, Wampler Marketing & Advertising may invoice Client at any time for sums due. During your service subscription, Client authorizes an automatic monthly payment of your invoice from the credit or debit card you provided and on file with Wampler Marketing & Advertising.

3.2 Non-payment of sums due will entitle Wampler Marketing & Advertising to immediately terminate the Service, until such time as all amounts due to Wampler MacGregor & Associates have been paid in full. Content developed for Client by Wampler Marketing & Advertising remains the property of Wampler Marketing & Advertising until Client's balance is free of any delinquency.

3.3 Past due amounts are subject to a late charge in the amount of one and a half percent (1.5%) per month compounded monthly, or the maximum rate allowable by law, whichever is less. Wampler Marketing & Advertising may charge a reasonable fee for each transaction involving insufficient funds. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of Wampler Marketing & Advertising rights to collect the full amount due under the Design Package Agreement. Client acknowledges and agrees to Wampler Marketing & Advertising no-refund policy beyond the Massachusetts Consumers Right to Cancellation Law found in Chapter 93 section 48.

3.4 Wampler Marketing & Advertising reserves the right to unilaterally modify or amend any pricing for Services from time to time by written notice to "Client".



3.5 Wampler Marketing & Advertising reserves the right to commission a debt collection agency to recover outstanding payment in the event of reversed credit card charges. Purchase by Client legally represents an intent to buy the Services and cannot be withdrawn without compelling cause.

4. TERM AND TERMINATION

4.1 This Agreement shall commence on the Effective Date and remain in full force and effect for the duration of the service relationship between Wampler Marketing & Advertising and the Client.

4.2 For Services not bound by any minimum term commitment, Client may terminate Services at any time upon thirty (30) day's prior written notice to Wampler Marketing & Advertising. For Services with a minimum term commitment, Client may terminate Services at any time upon thirty (30) day's prior written notice to Wampler Marketing & Advertising. Termination notice must be provided in the manner set forth in Section 10. If the Client terminates Services prior to the expiration of any applicable term commitment, Wampler Marketing & Advertising may collect the total of all charges throughout the remainder of any minimum term, which shall become immediately due and payable.

4.3 Wampler Marketing & Advertising may terminate this Agreement or suspend the Service at any time upon: (i) any failure of Client to pay any owed amounts when due and payable; (ii) any breach by Client of any provision of this Agreement, except as covered by clause (i) above, continuing for thirty (30) days after receipt of written notice thereof; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver, or similar event with respect to Client; or (iv) any governmental prohibition or required alteration of the services to be provided hereunder or any violation of an applicable law, rule, or regulation.

4.4 Any termination, shall not relieve Client of its obligation to pay any charges incurred hereunder prior to such event. A service reinstatement charge may be assessed in the event that Wampler Marketing & Advertising reactivates Customer's Service after termination, suspension or disconnection.

4.5 A "Client" may request an export of their site information, Content Relationship Management (Jobber/Benchmark) upon termination of services. All information will be disclosed to the client within (30) days of termination. All exports are subject to a standard \$6,200.00 export fee. Export fees must be paid in full prior to export.

5. CONFIDENTIALITY

5.1 To effectuate the purpose of this Agreement it may be necessary for either Wampler Marketing & Advertising or Client to disclose confidential information, including log-ins, passwords, and usernames. Each Party agrees not to disclose Confidential Information of the other Party during the Term of this Agreement and for a period of two (2) years after. Each Party agrees to uphold the confidentiality of the other party's information, and shall not for any purpose disclose that information except to perform and complete the Services.

5.2 Each party acknowledges that a breach of Section 5 may cause the disclosing Party irreparable harm, which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the receiving party agrees that equitable relief, including temporary restraining orders or preliminary or permanent injunctions, shall be an available remedy in addition to any other legal remedy to which the disclosing party may be entitled.

6. DISCLAIMER OF WARRANTIES



WAMPLER MARKETING & ADVERTISING WILL PROVIDE THE SERVICES IN ACCORDANCE WITH THE DESIGN PACKAGE AGREEMENT AND APPLICABLE INDUSTRY STANDARDS. WAMPLER MARKETING & ADVERTISING MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN.

7. INDEMNIFICATION

Client agrees to indemnify and hold harmless Wampler Marketing & Advertising and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, and agents, from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of Clients' conduct. Clients use of any alleged violation of the Agreement, or any alleged violation of any rights of another, including but not limited to the Clients use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with the Client's Site. Wampler Marketing & Advertising reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Client, but doing so shall not excuse the Clients' indemnity obligations. Client agrees to pay Wampler Marketing & Advertising reasonable attorney and expert witness fees and costs incurred in enforcing this Agreement.

8. LIABILITY FOR DAMAGES

8.1 Client shall not have any claim against Wampler Marketing & Advertising for any losses, damages, costs or expenses resulting from the provision or failure to provide services, if such failure results from: (i) the acts or omission of Client; (ii) Clients refusal to grant Wampler Marketing & Advertising administrative rights and necessary access to conduct the Services; (iii) Technical failure (including but not limited to errors, malfunctions, interruptions or delays in the provision of services); or (iv) Force majeure.

8.2 Wampler Marketing & Advertising cannot be held responsible for additional costs to Client as a result of errors made by third parties. Wampler Marketing & Advertising is not responsible for performance errors by third parties and therefore cannot be held liable for any legal disputes between Client and partnering entities.

8.3 Client hereby waives any claim that these exclusions and disclaimers deprive it of an adequate remedy or cause this Agreement to fail its essential purpose.

9. COMPLIANCE WITH LAWS

Each Party shall comply with all applicable laws, rules and regulations concerning the provision and use of the Services. Client represents and warrants that it has obtained, and will maintain throughout the Term, all authorizations necessary for use of the Services.

10. NOTICES

Any notices or communications under the DESIGN PACKAGE AGREEMENT shall be by electronic mail or in writing and shall be deemed delivered upon receipt to the party to whom such communication is directed, at the addresses specified below. If to Wampler Marketing & Advertising: (i) General notices, including cancellation notice or other account inquiries, shall be addressed to info@wamplermacgregor.com; (ii) all legal notices and notices which purport to change the Agreement or assert entitlements under the Agreement must be sent in writing to General Counsel, Wampler Marketing & Advertising, P.O. BOX 504, AGAWAM, MA. Notices to the Client shall be addressed to the electronic address specified when the Client opens an account with Wampler Marketing & Advertising Website, or such other address as either party may give the other



by notices as provided above. Client is responsible for notifying Wampler Marketing & Advertising of any changes in address. Client notice must identify the Client contact information, including but limited to: Client Company name, address, telephone number, fax number, web website address and e-mail address.

11. FORCE MAJEURE

Other than with respect to failure to make payments due hereunder, neither Party shall be liable under these Terms for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to fire, earthquake, flood, water, the elements, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control.

12. CUMULATIVE RIGHTS AND REMEDIES

Except as may otherwise be provided in this Agreement, the assertion by a Party of any right or the obtaining of any remedy shall not preclude such Party from asserting or obtaining any other right or remedy, at law or in equity.

13. WAIVERS

No waiver of any term or condition of the Agreement shall be enforceable unless it is in writing and signed by the Party against whom it is sought to be charged. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of any such right, power or remedy, unless otherwise provided herein.

14. HEADINGS

The headings herein are for convenience only and are not intended to have substantive significance in interpreting these Terms and Conditions. Both parties acknowledge that this Agreement shall be binding upon the Client and any of Client's executors, administrators, personal representatives or business successors.