



CLICKWELL MEDIA LLC

A Florida Limited Liability Company

Universal Terms & Agreements

Applicable to all Parties, Companies & Agents doing business with CLICKWELL MEDIA LLC (CWM). These terms and conditions and agreements replace and supersede all previous versions (2025)

SECTION ONE

1.0 Acceptance

By accepting this Agreement and using Host's Website Hosting Services ("Services"), Client agrees to be bound by all the terms and conditions of this Agreement.

1.2 Provision of Services

W/O Code, Inc. an exclusive to the design software platform used by the Website Design Company (CLICKWELL MEDIA LLC). This service cannot be accessed except through W/O Code, Inc. license and software subscription. The website and all of its components are built by and on this platform. It is not compatible with any other companies' software or services and remains exclusive to and with W/O Code, Inc.

1.3 Payment Terms

The client agrees to pay CWM the stated monthly maintenance fee in advance each month according to the terms stated in the purchase agreement. The fee is for maintaining the website along with a limited amount of optimization and standard website maintenance. CLICKWELL MEDIA LLC is the sole entity to manage this for the client and unless or until the Client requests a transfer of the website & hosting to their sole account with W/O Code, Inc. which the Client MUST establish before any transfer may occur (Those costs and fees of setting up an account are the responsibility of the Client). CLICKWELL MEDIA LLC does not provide the Client with onboarding to their own or personal account with W/O Code, Inc. but will assist with a service fee of \$250 hr. / 2hr. min. The monthly maintenance, optimization fees along with the hosting fee is non-refundable regardless of whether the Client uses the monthly or annual term or not.

1.4 Liability: No Warranty; Limitation of Damages



(a) Client expressly agrees that use of Services provide by CLICKWELL MEDIA LLC, and the Host is at Client's sole risk.

(b) CWM and Host, its agents, affiliates, licensors, or the like, do not represent or warrant, expressly or impliedly, that their services will not be interrupted or error free: nor do they make any warranty as to the results that may be obtained from the use of their services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provide through their services, unless otherwise expressly stated in this agreement.

(c) CWM and Hosts, its officers, agents, or anyone else involved in the providing services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not limited to acts of god, communication failure, theft, destruction or unauthorized adds to Host's records, programs, or services.

(d) CWM and Host will exercise no control over the content of the information passing through Host's network except those controls expressly provided herein.

(e) CWM and Host make no warranties or representations of any kind, express or implied, for the services it provides. Host also disclaims any warranty of merchantability of fitness for a particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays or non-deliveries.

1.5 Timeline(s)

Each aspect of any project will take a different amount of time and is dependent upon multiple things, for instance, the client's content delivery and responsiveness to questions, new design approvals and/or webpage approvals, and the list goes on. CLICKWELL MEDIA LLC will act in a timely manner and will do its best to avoid any excessive delays. If for any reason the client changes the scope of the project or we intersect with any unforeseen glitches, technical difficulties, developer delays or personnel issues, a reasonable effort will be applied to resolve and complete the project in a timely manner.

1.6 Project Pricing & Payments

Every project is priced respectively. The Client is expected to make all payments and payment arrangements as agreed in writing. When a monthly management agreement is in



place, the client or company may elect to continue or discontinue any services and is subject to CWM acceptance. Upon discontinuing the monthly management services, all updates, modifications, changes to the website thereafter will be charged the current CLICKWELL MEDIA LLC's current hourly rates (\$250 hour / 2 hr. min.). CLICKWELL MEDIA LLC reserves the right to cancel a monthly management service at any time for any reason during the "term" upon an email written notice.

1.7 Additional Options & Fees

Changes requested after approval will be billed at \$250 per hour (minimum two hours), unless included in a monthly maintenance, management, or support package. Additional services, websites, webpages, landing pages, lead generating webpages, will be priced & billed separately.

Internet Marketing, Search Engine Marketing, Search Engine Optimization, Social Media Marketing, Content Writing, B2C or B2B Advertising are additional services and will be priced separately. These services or campaigns may include the addition of new landing pages & hosting which will be priced & approved accordingly.

1.8 Internet Delays

CLICKWELL MEDIA LLC services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. CLICKWELL MEDIA LLC is not responsible for any delays, delivery failures, or other financial damage resulting from such problems.

1.9 Content, Photos & Images

It is strongly advised that all photos and images supplied by the client or CLICKWELL MEDIA LLC be in compliance with copyright laws. CLICKWELL MEDIA LLC reserves the right to reject any material that is unsuitable or unwholesome for general public viewing.

SECTION TWO

2.1 Engagement & Liabilities

CLICKWELL MEDIA LLC is not liable for the following:

- The work performed, maintained and/or hosted by technical partners, i.e. w/o code, Architect software, Adobe, World Secure Systems, Amazon Web Services, BlueHost, Godaddy, etc.



- The client's brand or use of the brand; this includes but not limited to products, trademarks, trade names, content, page views, products or services sold on or in association with the website.
- Any work or service developed by third party companies associated with the existing website elements, including but not limited to shopping carts, checkout, ecommerce, back-office area(s), content management systems, social media, secure areas, live chat, call tracking, online scheduling, SaaS, etc.
- Any delays in launching the website project caused by service interruptions beyond our control.

CLICKWELL MEDIA LLC 1 SE OCEAN BLVD. STUART, FL 34994 | 720.514.3430 |
admin@digitalmediaassets.com

2.2 Abandoned Projects

If a client discontinues communication and/or exchange with CLICKWELL MEDIA LLC for a period of 7 days or more for any reason without written explanation before the time of communication silence, CLICKWELL MEDIA LLC reserves the right to consider and deem that project abandoned and consequently all deposited monies, paid invoices, other payments will be forfeited without refund. The project and development will be considered ceased. Any work that may have been developed prior to the described abandonment will be delivered to the client (if deliverable) upon request without liability of its content, completeness, accuracy, design, nature, platform, coding, imagery, quality, usefulness, visual esthetics, organization, company representation, or any other character, nature or technical state the project or work may be in. CLICKWELL MEDIA LLC may charge a re-institution fee as well as create a new timeline and terms & conditions agreement. Re-instatement cost will be a minimum charge of \$1000 or greater depending on circumstance.

2.3 Legal Review of Content

CLICKWELL MEDIA LLC advises the client to be sure of all branding elements, website design, copy, content, images, photos, trademarks, on-website advertising, celebrities, non-celebrities, professionals, non-professionals, as well as all marketing channels reviewed by your legal and compliance department. CLICKWELL MEDIA LLC will not be held liable or responsible for any website content as it pertains to permissions, copyright,



privacy and legal rights of use including but not limited to branding, marketing or media in any form whether digital or printed.

2.4 Payments and Refund Policy

Payments and Refund Policy

CLICKWELL MEDIA LLC services and products & consultation services are NON-REFUNDABLE, including but not limited to all paid invoices, contracts, or agreements. Payment on an invoice, contract, or agreement means full acceptance of its terms and ALL CLICKWELL MEDIA LLC's conditions. Regardless of whether a project has been started or not, the payment(s) remains non-refundable. In the case where a project has been started but the client breaks the terms of the agreement or does not follow through with terms of the project, invoice terms, or agreement, the funds will be forfeited and remain non-refundable. CLICKWELL MEDIA LLC's expertise and effort in all project stages are essential to success and must be compensated, regardless of whether the client complies with payment or contract terms. All fees paid are non-refundable. Let it be understood, CLICKWELL MEDIA LLC waives the consultation fee (\$500) provided the prospect becomes a client and the right to use the client's website in its website portfolio.

2.5 Ownership

It is agreed that the website design work that is being developed for the client is owned by the client and will appear in all contracts and in actual form as being in possession of client once paid for in full as it applies. Client may raise investment value and sell the website at their discretion. Client may sell their business, and the website associated, but may not simply replicate the code structure and begin selling the code base as a product or duplicate it for another business mode, this includes but is not limited to widgets, modules, third party forms, social media modules, etc.

Websites that are on a retainer agreement are owned by CLICKWELL MEDIA LLC while those elements that are supplied by the client are subject and responsible for all liabilities as articulated in these terms and agreements. CLICKWELL MEDIA LLC reserves the right to use the client's website in its website portfolio.

SECTION THREE

HOSTING

1.0 Acceptance



By accepting this Agreement and using Host's Website Hosting Services ("Services"), Client agrees to be bound by all the terms and conditions of this Agreement.

1.2 Providing Services

Hosting Service provided through W/O Code, Inc. is exclusive to the design software platform used by the Website Design Company (CLICKWELL MEDIA LLC). This hosting service cannot be accessed except through W/O Code, Inc.

1.3 Payment Terms

The client agrees to pay CWM the fee of \$300 in advance for an annual website hosting service. The fee is for 12 months of hosting service and will be associated with CLICKWELL MEDIA LLC unless or until the Client requests a transfer of the website & hosting to their sole account with W/O Code, Inc. which the Client MUST establish before any transfer may occur (Those costs and fees of setting up an account are the responsibility of the Client). CLICKWELL MEDIA LLC does not provide the Client with onboarding to their own or personal account with W/O Code, Inc. but will assist for a service fee of \$250 hr. / 2 hr. min. The hosting fee is non-refundable regardless of whether the Client uses the full 12-month term or not.

1.4 Liability: No Warranty; Limitation of Damages

(A) Client expressly agrees that use of Services provide by Host is at Client's sole risk.

(B) Host, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or imply that their services will not be interrupted or error free: nor do they make any warranty as to the results that may be obtained from the use of their services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provide through their services, unless otherwise expressly stated in this agreement.

(C) Hosts, its officers, agents, or anyone else involved in the providing services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not limited to acts of god, communication failure, theft, destruction or unauthorized adds to Host's records, programs, or services.



(D) Host will exercise no control over the content of the information passing through Host's network except those controls expressly provided herein.

(E) Host makes no warranties or representations of any kind, express or implied, for the services it provides. Host also disclaims any warranty of merchantability of fitness for a particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays or non-deliveries.

1.5 Internet Delays

CLICKWELL MEDIA LLC services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. CLICKWELL MEDIA LLC is not responsible for any delays, delivery failures, or other financial damage resulting from such problems.

CLICKWELL MEDIA LLC 1 SE OCEAN BLVD. STUART, FL 34994 | 722.361.8855 |
admin@digitalmediaassets.com

SECTION FOUR

4.1 More Important Legal Stuff

CLICKWELL MEDIA LLC does not guarantee that the operation of the web pages and other digital elements will be uninterrupted or error-free. You hereby indemnify, defend, and hold harmless

CLICKWELL MEDIA LLC and its Affiliates, employees, agents, contractors, assigns, licensees, and successors in interest ("Indemnified Parties") from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising from accessing the Site or your breach of any term of this Agreement. The client agrees to hold CLICKWELL MEDIA LLC free of any liability to the client or any third party for any damages including any lost profits, lost savings or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages, website, online advertising campaigns even if CLICKWELL MEDIA LLC has been advised of the possibility of such damages. The company will endeavor to cure any such performance issues that are under its reasonable control. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.



4.2 Copyrights and Trademarks

The client represents CLICKWELL MEDIA LLC and unconditionally guarantees that any and all elements of content, graphics, photos, videos, designs, trademarks, service marks or other artwork furnished to and/or published by CLICKWELL MEDIA LLC for inclusion in web pages, social media, or ads, etc. are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and can demonstrate licenses when and where applicable and will hold harmless, protect, and defend CLICKWELL MEDIA LLC and its subcontractors from any claim or suit arising from the use of such elements furnished or otherwise purchased and/or supplied by the client.

4.3 Laws Affecting Electronic Commerce:

From time-to-time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce, the client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend CLICKWELL MEDIA LLC and its subcontractors from (including but not limited to) any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

4.4 Copyright to Web pages:

Copyright to the finished assembled work of web pages and digital media produced by CLICKWELL MEDIA LLC is owned by the CLIENT and all services performed hereunder by Company shall be deemed a "work for hire" by Company. The company shall agree to execute any documentation reasonably related thereto within 5 days following Client's presentation to Company of the same. Upon going live or final payment of all contracts, the client is assigned all rights to the design, graphics, and text contained in the finished assembled website or project except for the images, photo, graphics and illustrations that were licensed & remain the copyright & ownership of the originator/creator. CLICKWELL MEDIA LLC and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios both online & print whether digital or ink, electronic or organic.

4.5 Payment of fees:

For CLICKWELL MEDIA LLC to remain a fiscally healthy company, payments must be made promptly and in a timely manner as laid out in the terms of the contract. Delinquent bills will be assessed as a 10% charge if payment is not received within 5 days of the due date unless arranged in writing. If an amount remains delinquent 15 days after its due date, an



additional 15% penalty will be added for each month of delinquency. CLICKWELL MEDIA LLC reserves the right to remove web pages, digital media services, and campaigns from viewing on the Internet until payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. Regardless of the place of signing or location of client, the client agrees that for purposes of venue, this contract was entered in Martin County, Florida, and any dispute will be litigated or arbitrated in Martin County Florida.

4.6 Payment Plans

If a website or service is purchased utilizing a monthly payment plan the customer is responsible for 100% of agreed-upon payments equaling the original purchase price of that service. If any payments are not received, the entire purchase is void and the payments made up to that point are forfeited to CLICKWELL MEDIA LLC and will not be refunded. Access to any digital product or platform will be removed including websites, online campaigns, social media and/or marketing.

4.7 Sole Agreement: With all agreements, terms, and conditions, they constitute the sole agreement between CLICKWELL MEDIA LLC and the client regarding all projects and consultations. All additional work not specified here must be authorized by a written change order and is fully subject to these terms and agreements. All prices specified in our proposals, contracts, agreements, and offerings will be honored up to one (1) week from the submitted date and until signed by both parties. Extended consideration after that time may require a new agreement. CLICKWELL MEDIA LLC reserves the right to withdraw proposals until both parties have signed the agreement. CLICKWELL MEDIA LLC also reserves the right to continue projects together in future. In the case where a client becomes verbally abusive, disrespectful, or outright defaming, CLICKWELL MEDIA LLC reserves the right to discontinue working with that client immediately without prejudice.

4.8 Arbitration Provision

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute with each other, before entering mediation administered by the

American Arbitration Association (AAA) under its Commercial Mediation Rules. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Commercial Arbitration Rules of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. In agreeing to arbitration, both parties acknowledge that in the event of a dispute including but not limited to fees,



services, results, marketing outcomes, etc., the client gives up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution to be conducted in the State of Florida, in Martin Count