

Terms and Conditions

PROPOSALS

The terms of the agreement will expire 10 days after being submitted to client. If this agreement expires, True Digital Marketing Inc may modify the agreement and resubmit it to Client.

COMPENSATION

Client agrees to pay True Digital Marketing Inc the fees listed in the project agreement, including any applicable taxes. All agreements are month to month unless otherwise stipulated in writing. All agreements require a 30-day written cancelation notice.

PAYMENT

Payment is due as outlined in the signed project agreement between client and True Digital Marketing Inc.

- Website Design is paid by 50% deposit due at the time the agreement is sign and the design balance due before website is launched. All website extras (content writing, logo, custom photos) are due as a set up fee when the contract is signed. Website deposits are nonrefundable.
- All monthly billed services, including but not limited to website development, website hosting, social media, local and organic SEO, paid ads, and display ads are invoiced monthly.
- All set-up fees for services are non-refundable.
- All invoices are due the 1st day of the month that services are rendered. All payment forms on file will be charged the last day business day of the month preceding the month of service. For example: invoices that were due on 05/01/2018, payment was charged on 04/30/2018.
- All one-time charges are invoiced and charged the day of approval. If there is a set-up fees for services, these fees are non-refundable. These services may include but are not limited to services such as video, photography, logo design, written content, and custom photos. Any

Failed to pay all charges for 30 days, the responsibility of the Client.

LATE PAYMENT

All grants of any license to use or transfer ownership of any intellectual property rights under this agreement are conditioned on full payment, including all outstanding additional costs, expenses, fees, or any other charges. There is no grace period for payment. Services will be discontinued at the end of business on the invoice due date if monthly payment is not satisfied by the due date. Reconnection fees may apply.

CHANGES TO PROJECT SCOPE

If client wants to change the scope of work after acceptance of this agreement, client shall send True Digital Marketing Inc a written change order describing the requested changes in detail. True Digital Marketing Inc will evaluate each change order at its standard rate and charges. Client will be billed on a time and materials basis. Such charges shall be in addition to all other amount payable under this agreement, despite any maximum budget, contract price or final price identified.

DELAYS

Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by client will result in a day-for-day extension of the due date for all deliverables. Any delay caused be conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of

agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, terrorism and epidemics.

EVALUATION AND ACCEPTANCE

Client shall, within 3 business days after receiving finalized product / digital works, notify True Digital Marketing Inc in writing of any failure to comply with the specification of the project proposal or of any other objections, corrections or changes required. True Digital Marketing Inc shall, within 5 business days of receiving client's notification, correct and submit a revised deliverable to client. If there is no response by the client within 3 days of True Digital Marketing Inc sending the finalized product / digital works this will be viewed as acceptance of the final works and the client will be charge any and all fees associated with finalizing the project. Regarding website hosting, all clients will have 90 minutes of design time for non-structural changes monthly. This time is does not roll-over. It may be used to change images or written content. Any structural changes to website design will require a change order and will incur additional fees.

ACCREDITATION AND PROMOTION

True Digital Marketing Inc shall be entitled to place accreditation, as a hyperlink, in the form, size and location as incorporated by True Digital Marketing Inc in the deliverables on each page of the final deliverables. True Digital Marketing Inc retains the right to reproduce, publish and display the deliverables in True Digital Marketing Inc's portfolios and websites, in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the deliverables in connection with such uses.

CONFIDENTIAL INFORMATION

All material considered confidential by either party shall be designated as confidential. Confidential information shall not be disclosed to third parties and shall only be used as needed to perform this agreement. Confidential information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure.

RELATIONSHIP OF THE PARTIES

True Digital Marketing Inc is an independent contractor. True Digital Marketing Inc shall determine, in its sole discretion, the manner and means by which the services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this agreement. True Digital Marketing Inc and the work product or deliverables prepared by True Digital Marketing Inc shall not be deemed a work for hire as defined under Copyright Law. All rights granted to client are contractual in nature and are expressly defined by this agreement.

REPRESENTATIONS AND WARRANTIES

Client represents and warrants to True Digital Marketing Inc that to the best of client's knowledge, use of the client content does not infringe the rights of any third party. True Digital Marketing Inc represents and warranty to client that to the best of True Digital Marketing Inc's knowledge, the deliverables will not violate the rights of any third parties.

Except for the express representations and warranties stated in this agreement, True Digital Marketing Inc makes no warranties whatsoever. True Digital Marketing Inc explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

INDEMNIFICATION AND LIABILITY

Client shall indemnify True Digital Marketing Inc from all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party due to materials included in deliverables at the request of the Client.

The services and the work product of True Digital Marketing Inc are sold "as is." In all circumstances, the maximum liability of True Digital Marketing Inc, its directors, officers, employees, design agents and affiliates ("True Digital Marketing Inc parties"), to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of True Digital Marketing Inc. In no event shall True Digital Marketing Inc be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by True Digital Marketing Inc, even if True Digital Marketing Inc has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

TERM AND TERMINATION

This agreement shall begin when both parties sign and shall continue until all services are complete and delivered, or until the agreement is terminated. Either party may terminate this agreement at any time, on 30 days prior written notice if the other party breaches any of its material responsibilities or obligations under this agreement and fails to cure that breach during that 30-day period. Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it. In the event of termination, Client shall pay True Digital Marketing Inc for the services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay all expenses, fees, and additional costs incurred through the date of termination. Client shall pay all reconnection fees associated with any disconnected services.

DISPUTE RESOLUTION

Parties agree to attempt to resolve any dispute by negotiation between the parties. If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties. The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

GENERAL

Modifications to this agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach. All notices under this agreement shall be given in writing either by: (a) Email, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email, on confirmation of receipt. Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party. This Agreement shall be governed by the law of Texas. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law. Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect. This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.