

TERMS AND CONDITIONS

PROPOSALS

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

COMPENSATION

The 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 cancellation notice.

PAYMENT

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

- Website Design:
 - A 50% deposit is due at the time the project agreement is signed or approved in writing.
 - The remaining design balance is due before the website launch.
 - Please note, all website deposits are non-refundable. There are no refunds on finalized website design projects after the project has been approved for publishing by the client.
- Monthly Services:
 - Website development, website hosting, social media, local and organic SEO, paid ads, and display ads are invoiced monthly.
 - Payment is due on the 1st day of the month services are rendered.
- One-Time Charges:
 - Services such as video, photography, logo design, written content, and custom photos are invoiced and charged on the day of your approval.
 - All set-up fees and charges for one-time services are non-refundable.
- General Payment Information:
 - We will charge your on-file payment method on the last business day of the month preceding the month of service.
 - For example, invoices due on May 1, 2018, will be charged by April 30, 2018, on the last business day of April.
 - The client is responsible for any late fees or failed payments.

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 the monthly payment is not satisfied by the due date. Reconnection fees may apply.

THIRD-PARTY VENDORS

True Digital Marketing Inc. may, at its discretion, utilize third-party vendors to complete certain aspects of the services outlined in the project agreement. This may include, but is not limited to:

- Website design
- Content writing
- Social media management
- Ad/media buying
- Ad management
- SEO link building

True Digital Marketing Inc. will ensure any third-party vendor selected meets our high standards of quality and service. True Digital Marketing Inc. remains ultimately responsible for the overall project and the quality of the delivered services,

regardless of any third-party involvement. True Digital Marketing Inc. will take all necessary steps to ensure any third-party vendor we engage is bound by strict confidentiality agreements regarding the client's information and project details.

Please note that our standard refund policy applies to all services rendered and approved, regardless of whether they are completed by True Digital Marketing Inc. staff or a third-party vendor. (Refer to the "Payments and Refunds" section for details)

CHANGES TO PROJECT SCOPE

If the client wants to change the scope of work after acceptance of this agreement, the 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. The client will be billed on a time and materials basis. Such charges shall be in addition to all other amounts payable under this agreement, despite any maximum budget, contract price, or final price identified.

DELAYS

The client shall use all reasonable efforts to provide needed information, materials, and approvals. Any delay by the client will result in a day-for-day extension of the due date for all deliverables. Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-to-day extension of 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 the 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 the 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 the client's notification, correct and submit a revised deliverable to the 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 charged 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 does not roll over. It may be used to change images or written content. Any structural changes to the website design will require a change of 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 an 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 the 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 the 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 the 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 the client for damages for any and all causes whatsoever, and the 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. The 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.