

## **1. Online Advertising and Marketing Services**

Deuce42 Marketing (D42M) offers a variety of services to improve a website's online visibility. By engaging us, you agree to the Terms of Service set forth below. If you have questions, or if we may be of any service, please do not hesitate to contact us at [info@deuce42marketing.com](mailto:info@deuce42marketing.com)

Deuce42 Marketing (D42M) provides search engine marketing, optimization and associated services on a local, national and international basis. As such, we submit information on your behalf to search providers for whom you must agree to their terms and conditions. These providers may include, but are not limited to: Google, Yahoo, MSN/Bing, ASK, AOL, Marchex, InfoUSA, 411 Directory Assistance, Yellowpages.com, Superpages.com, Yellowbook.com, Yelp, Acxiom, Localeze, TrueLocal, local.com, CitySearch, MagicYellow, Dex, YP.com, iBegin, YellowBot, Insider Pages, MojoPages, Kudzu, Merchant Circle, OnStar, Craigslist, Kijiji, local online newspapers, Facebook, YouTube and other sites. The terms and conditions of these providers all apply. Deuce42 Marketing (D42M) will not share your information with any business other than in the course of securing online advertising and marketing services on your behalf.

## **2. Advertising Material**

Deuce42 Marketing (D42M) has the right to place information pertaining to your business on any of the publisher and search provider websites such as those listed above and you authorize Deuce42 Marketing (D42M) to develop content based on information or material provided by you or your designees and collected by Deuce42 Marketing (D42M) including copy, form, size, text, graphics, names, addresses, phone numbers, URLs, logos, trade names, trademarks, service marks, endorsements, photographs or likenesses, and videos. Further, you represent that the material and information you provide to Deuce42 Marketing (D42M) is truthful, not misleading, and that you have the authority to represent this product and service information to Deuce42 Marketing (D42M). Additionally, if so contracted, you authorize Deuce42 Marketing (D42M) to contact your customers for the sole purpose of gaining endorsements and reviews of your products and services for publication. Further, articles, press releases, and blog postings will be sent for approval before publishing. The

timeliness of these pieces is critical to campaign performance. For this reason, all monthly content will be considered approved one week after the content was sent for approval unless requested edits or other communication is received from the client. Finally, you authorize Deuce42 Marketing (D42M) to utilize tracking phone numbers, and even record calls on your behalf, for 'customer service' purposes, and upon automatic notification to all incoming callers on tracking phone numbers if/when that service is contracted. Domains purchased on your behalf will be released to you within thirty (30) days after service has been terminated.

### **3. Unacceptable Practices**

As D42M strives to offer the very best service, there are certain guidelines and policies that must govern D42M' efforts and relationships with its clients. Practices that are in violation of these guidelines and policies are strictly forbidden and may result in the immediate termination of D42M' services. Such decisions are at the sole discretion of D42M. Unacceptable practices include, but are not limited to:

- Adult or pornographic material including, but not limited to, sexually explicit or suggestive material
- Sexually oriented products or services (e.g. escort services), or other sexually oriented material
- Nudity, including airbrushing (exceptions granted on a case-by-case basis if for medical or artistic purposes)
- Lingerie websites
- Offensive or otherwise distasteful material
- Content or language that is harmful to minors in any way
- Bulk emailing tools
- Distribution of internet viruses or other harmful or destructive activities
- Hacking and cracking
- Scams or phishing for personal information
- Solicitation of funds other than for legal charitable organization (exceptions granted on a case-by-case basis at D42M' discretion)
- Illegal Gambling, gaming, lotteries, and like activities Harmful, threatening, violent, abusive, harassing, tortuous, vulgar, obscene, libelous, invasive of another's privacy, racial, chauvinistic, ethnically offensive, complaint websites, or otherwise objectionable content or language
- Defamatory, hateful or revenge content or language.
- Aids to pass drug tests or aids to pass lie detector tests.

- Illegal activities such as ponzi schemes, pyramid schemes, fraudulent charging of credit cards, copyright violations, plagiarism,
- Piracy, and all unauthorized use of materials or content that infringes on third parties' intellectual properties
- MLM without a legitimate product or service, with a front product or service, or where the primary intent is to recruit new members rather than to sell products
- Reverse Funnel Systems
- Cash Gifting
- Illegal drugs or drug paraphernalia
- Alcohol sales
- Tobacco sales
- Miracle cures
- Fake documents
- Fireworks, pyrotechnics, firearms, explosives or weapons.
- Intentional or unintentional violations of any applicable local, state, national or international law.
- Reselling of email accounts or hosting accounts to third parties.
- Reselling of any D42M services including, but not limited to, design services, updates, and WTD to third parties without a written re-seller agreement.
- Spamming and all other forms of unsolicited messages including, but not limited to, spam, chain letters, and junk email
- Links to other sites that are in violation of Deuce42 Marketing' policies and guidelines
- Other activities, whether lawful or unlawful, that D42M deems to be in poor taste or that reflect adversely on D42M or D42M' other clients

Upon the contingency which Deuce42 Marketing accepts a contract for services on this list, any and all work performed will be compensated regardless of approval by Google, Bing, Yahoo, or any other outside agency.

#### **4. Fees**

You agree to pay Deuce42 Marketing (D42M) monthly fees to cover the cost of placing and managing your online advertising & marketing services program up to an amount not to exceed what is stated in your most recent Deuce42 Marketing (D42M) Contract. Deuce42 Marketing (D42M) may change the maximum monthly fees in accordance with procedures established by our search providers and publishers from time to time upon notifications. All monthly fees are due at the end of each calendar month.

All credit card payments require a 3% processing fee. If an account becomes 45 days past due, all campaign activities will be paused until payment is made and the account is current. At 90 days past due, the account is to be handed over to collection.

Cardinal has the right to charge incremental media markup fees on any media accounts up to 25% to cover the additional cost of placing media.

## **5. Payment**

The Client agrees to pay Deuce42 Marketing (D42M) compensation for the Services agreed upon between the Client and the Company as set out in this agreement and defined in the contract, as applicable. Payments shall be made on the final day of each month for Services rendered by the Company in that month. New contracts that initiate service on any day other than the 1st of the month, will be billed a prorated fee for the remaining days in that month. Invoices are delivered on or about the 15<sup>th</sup> of each month. Payment by check or credit card is due by the last day of that month (Net 15). Marketing and advertising programs may be paused if payment has not been made by payment due date; re-initiation fees may apply.

## **6. Term**

The Deuce42 Marketing (D42M) Contract specifies the initial term for which program rates will be guaranteed, and will be for no less than twelve (12) months for custom programs and/or otherwise specified in a separate contractual agreement with Deuce42 Marketing and the client for services. All agreements are auto-renewing at the then published service rates. After the initial agreement period, either party may cancel the program with a 30-day written notice to the other party.

## **7. Representations and Warranties; License and Grant of Rights**

You represent and warrant that you have and will continue to have the absolute and unrestricted right to publish and use all information you have provided for your advertising programs and that the content does not infringe on the rights of any third party and that it complies with all local, state and federal laws and regulations.

## **8. Indemnification**

Each party warrants that its respective performance of the terms of this agreement will not in any way constitute knowing, intentional infringement or violation of any copyright, trade secret, trade mark, patent, invention or any other nondisclosure rights of any third party. You indemnify and hold harmless Deuce42 Marketing (D42M) against all costs (including attorney fees), damages and liabilities arising from negligent or intended acts on your part constituting the violation of any copyright, trade secret, trade mark, service mark, patent, invention, proprietary information or nondisclosure rights of any third party. To the full extent of the law, you will pay any expenses or damages to Deuce42 Marketing (D42M) resulting from claims made by third parties with regard to usage of material you have provided, even after termination of our Agreement.

## **8. No Guarantees**

You acknowledge and agree that Deuce42 Marketing (D42M) makes no specific guarantee or warranty regarding the search providers and publishers to which it submits advertising on your behalf, including placement of paid search advertising or any specific results. Deuce42 Marketing (D42M) does not warrant the number of calls, clicks, impressions or website visits or that paid search advertising will appear in response to any particular query. Deuce42 Marketing (D42M) does not warrant that the performance will be error-free but will immediately act to correct errors once they have been identified.

## **9. Disclaimer of Warranties**

To the maximum extent permitted by applicable law, Deuce42 Marketing (D42M) and its suppliers disclaim all warranties not expressly set forth in this document, whether express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to Deuce42 Marketing (D42M) services.

## **10. Limitation of Liability and Applicable Law**

The maximum aggregate liability Deuce42 Marketing (D42M) may have to you will be limited to the total amount of fees collected from you. Deuce42 Marketing (D42M) will have no liability in connection with the functionality or

content of any search provider or internet publisher or website not owned by Deuce42 Marketing (D42M). This agreement shall be governed and construed by the laws of the State of Georgia. Any claims against this agreement must be made within 6 months from the date of the subject of the claim, and must be made in writing to: Deuce42 Marketing (D42M), 300 Research Court, Suite 300A, Norcross, GA 30092 Attention: Jason Donovan. Should a claim arise, you agree to waive a trial by jury and to first seek resolution by arbitration in Fulton County, Georgia using a mutually agreed upon member of the American Arbitration Association.

## **11. Force Majeure**

Neither you nor Deuce42 Marketing (D42M) will be in breach of its obligations under these Terms and Conditions of Service (other than obligation to pay monies due) in the event that, for cause(s) beyond reasonable control, each party is unable to perform, in whole or in part, any one or more of its obligations. Such causes will include, but not be limited to governmental regulation, fire or other causality, inability to obtain materials or services, technical failure or difficulties, problems or interruptions of the internet, or any other cause not within the reasonable control of either party.

## **12. Assignment**

Deuce42 Marketing (D42M) may assign, delegate or subcontract any rights or obligations under this Terms and Conditions of Service.

## **13. Miscellaneous**

This Terms and Conditions of Service represent the parties' entire agreement with regard to Deuce42 Marketing (D42M)' provision of services. Agreement with these terms and conditions is upon signature of Deuce42 Marketing (D42M)'s Contract, and it will be binding upon you and your successors.

## **14. Authority**

The person signing the Contract certifies that (s)he is lawfully authorized to purchase services on behalf of your company.

## **15. Effective Upon Execution**

Terms and Conditions are binding on both parties on the date the Statement of Work is signed and/or payment is made.