



Terms & Conditions

1. DEFINITIONS

As used herein and throughout this Agreement:

- a. "You", "Company" and "Client" means the individual or business entity listed in the Company Section of your Service Agreement.
- b. "We", "us" and "our" means No Boundaries Marketing Group, LLC.
- c. "Agreement" means the entire content of this document and the Proposal Document(s) together with any other Supplement, Exhibits, Annexure, or additional Schedules as may be attached hereto and incorporated herein by reference.
- d. "Services" or "Service" means individually or in combination, all services to be provided to you by us as described and otherwise further defined in the Agreement and Proposal Document(s).
- e. "One Time Charge" is a single charge that you agree to pay for Services.
- f. "Monthly Charge" is the dollar amount you agree to pay each month for the Services.
- g. "Initial Term" is the fixed period of time that we will provide the Services.
- h. "Renewal Term" is the variable term that occurs following the Initial Term.

2. ORDER

By signing the Service Agreement, you are agreeing to these Terms and Conditions set forth. Your Service Agreement includes a list of services ordered, the start date of the contract, one-time fees, monthly investment, taxes, processing fees, and the Initial and subsequent Renewal Term(s) of the agreement.

3. TERM

This Agreement shall commence upon the Contract Start Date listed on the Agreement or when your first payment is received for Services, whichever is later. The minimum initial term for all Agreements is six (6) months with the exception of Website Design & Development Services. The initial term for Website Development Services is twelve (12) months. Your Services will automatically renew for successive one (1) month terms ("Renewal Term") unless we receive written cancellation notice at least 30 days before the end of the Initial Term or any Renewal Term. If these items automatically renew, they may not appear on successive contracts. If your billing is paused for any reason, the period of time in which the billing is paused will automatically extend initial term for all Agreements.

4. CHARGES/BILLING

For the term and renewal terms we provide the Services, you agree to pay the monthly amount listed on the Service Agreement. If a Service is increased or decreased for any reason, charges will continue, increase, or stop accordingly. By providing us your credit, debit card number, or bank account information for payment purposes, you authorize us to charge single or recurring payments electronically via the credit or debit card you provided or make automatic debits via ACH to your bank account provided, in the amount listed on the Service Agreement(s), until you request that the automatic payment be cancelled. Payment for Services **MUST** be received prior to the start of any work on the project. We may apply payments from you, or monies owed to you, toward amounts owed under this Agreement or previous Agreements any other amounts you owe us. You agree to ensure your credit card is kept current and operable throughout the term. Sales Tax may be applied to monthly invoice depending on the Services provided. A 3% credit card processing fee will apply for all credit card payments.

You understand that certain Services may be discounted when purchases as a part of a bundle. Should you decide not to use or cancel any one or more of the "bundled" Services, you understand that all applicable discounts to the individual services will be removed and the monthly charge and/or one-time charge will change.

5. ADDITIONAL CHARGES

Monthly payments for website hosting, URL hosting, third party website plugins, PPC to Google Adwords, Facebook, and any other 3rd-party advertising platforms may be charged to your credit card on file. In the event that additional work is required or requested beyond what is reasonably contemplated by this Agreement, you agree to pay any additional charges for such unanticipated or requested work at an hourly rate of \$85, up to \$425. Any amount over \$425 will require your prior approval.

6. LATE CHARGES, RETURNED PAYMENTS, & CHARGEBACKS

There is no grace period following the due date listed on the invoice. We will assess, and you agree to pay, late charges on account balances not paid by the due date. Late charges will begin to accrue after the due date at a rate equal to 15% per annum. **Returned Payments:** If you submit a check or draft that is dishonored for any reason, you agree to pay, in addition to the face amount of the check or draft, a service fee in an amount of \$125, and all applicable charges from our financial institution. **Chargebacks:** Before you submit a chargeback request with your financial institution, you agree to first contact us to resolve the matter. If you do request a chargeback from your financial institution and the charges are valid per the Service Agreement, you agree to reimburse us for the disputed transaction, our time (minimum of 2 hours at a rate of \$85 per hour), and all fees associated with the chargeback. Your financial institution does not dictate the validity of this Agreement nor our ability to charge for Services.

7. CANCELLATION

All requests to cancel must be done in writing or via acknowledged electronic message (email). Cancellation notices must include your business name, telephone number, requestor's name, address and services you wish to cancel. Please allow 3 business days to acknowledge and process your



cancellation request. **All cancellation requests require a 30-day notice. The cancellation will be effective at the end of the billing cycle following the 30-day notice.**

8. PASSWORDS AND SECURITY

You will receive a username and password upon successful completion of your Client Intake form and receipt of the payment of the “Initial Amount Due At Signing” listed on page 1 of the Service Agreement. You are responsible for maintaining the confidentiality of the account/password and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session (do not let it time out). Company cannot and will not be liable for any loss or damage arising from your failure to comply with this request.

9. DESIGN/DISTRIBUTION OF SERVICES/COPYRIGHT/TRADEMARKS

We reserve the sole right to determine (and may change at any time without notice to you) the design, content, size, geographic coverage, distribution, and appearance of, and the types of advertising offered on any digital platform and how, where, how many, when, and whether they are published, distributed, reissued, or displayed. We may change the business name, street address, website, and telephone number or any other content to conform to our standards, practices and policies or the policies of any third party on whose site, platform or network any Service(s) is published. If we receive allegations of copyright or trademark infringement, we will remove the disputed content immediately. We do not guarantee the placement or position of any ad for any Service unless otherwise specified in this Agreement. If we create or supply any content for your use with your Services, the content we create is our sole and exclusive property until all monies owed and Service Agreements are satisfied in-full, or unless otherwise stated in writing or electronic communication by us. You understand that we may supply such content or similar content to our other clients. Some 3rd party content, images, and graphics may be licenses on your behalf, however the rights to these items may not be transferrable and remain the sole property of No Boundaries Marketing Group. If you cancel your agreement at any time, we may be forced to remove these items from your website or other advertising material.

10. APPROVAL OF MATERIALS

No Boundaries Marketing Group may submit to you for approval materials to be produced or placed hereunder, including, but not limited to, all content, copy, layouts, slogans, websites artworks, graphic materials, and photography. When a request for approval is submitted to you, you have 3 business days (unless otherwise specified) to reply with any changes or the materials may be automatically approved. No Boundaries Marketing Group is not obligated under any circumstance to obtain your approval of materials prior to publishing but will try to do so whenever possible.

11. LINKS

No Boundaries Marketing Group may provide, or third parties may provide, links to other online sites or resources. Because No Boundaries Marketing Group has no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

12. RESTRICTIONS OF USE & CONSUMER PRIVACY

You agree, represent, and warrant to us, both during and after the term of this Agreement, the following provisions:

(a) Unless expressly authorized in the Agreement or written communication by us, the Service(s) is for the sole use within your own organization and by your own employees or agents. The Service(s) we provide(d) may not be shared with affiliates or any third party, including joint marketing arrangements.

(b) Unless expressly authorized in the Agreement or written communication by us, You shall not: (i) disclose, use, disseminate, reproduce or publish any portion of the Service(s) in any manner, (ii) permit any parent, subsidiaries, affiliated entities or other third parties to use the Service(s) or any portion thereof (iii) process any portion of the Service(s) or permit any portion of the Service(s) to be processed with other data or software from any

other source, (iv) allow access to the Service(s) through any terminals located outside of Customer’s operations, or (v) use the Service(s) to create derivative products.

(c) You acknowledge that the Service(s), while potentially comprised in part of data keyed in by you, describes information that may be deemed to be sensitive information by some consumers. It is the policy of both parties to respect the request of consumers to remove their name, mailing address, e-mail address or telephone number from use in solicitation. You shall (i) abide by all prevailing federal, state, and local laws and regulations of any kind governing fair information practices and consumers’ rights to privacy, including without limitation any applicable non-solicitation laws and regulations; and (ii) limit access to consumer information to those individuals who have a “need to know” in connection with your business and will obligate those individuals to acknowledge consumers’ rights to privacy and adhere to fair information practices and consumer’s right to privacy.

(d) Unless expressly authorized in the Agreement or written communication by us, you shall not remove, alter or obscure any proprietary notices in the Service(s) or other materials provided by us.

13. CONFIDENTIAL INFORMATION



Confidential Information means any and all information that is disclosed by either of the parties and that relates to your business or our business relationship, including, but not limited to, Service Agreements, information concerning finances, products, services, technical details, processes, security details, clients and suppliers. Any confidential information disclosed by either of the parties to another, may be either: (1) marked as confidential, or (2) such confidential information is reasonably understood by the other party as being confidential in nature.

14. CLIENT REPRESENTATIONS

You represent and warrant that: (i) you have the unrestricted right to use all content that you have provided to us and that your licensing of client content to us will not infringe any third party copyright or trademark rights; (ii) you will comply with all applicable laws and you and any individuals having access to your account have all required licenses to provide the goods and services advertised in all applicable jurisdictions; (iii) you have not made any false or misleading claims in client content or any communications; (iv) in the event you use third-party social media logos or other branding in your advertisement(s) or communications, you are and will remain a member in good standing of each social media platform represented with logos and/or branding in your advertisement(s), in accordance with the rules and/or terms and conditions of such platforms; (v) you will comply with our privacy policy and terms of use as applicable (vi) you have not requested, and will not use, any of our Services for any unlawful purpose or business; (vii) you have not violated any contractual or legal obligation by entering into the Agreement and requesting us to provide the Services to you; (viii) you are or represent the business identified in Service Agreement. You will notify us immediately if any of the above becomes inaccurate.

15. CALL TRACKING, CALL RECORD, & CONVERSION TRACKING

You may have the option to enhance your Services with a Tracking Program. The purpose of these tools are to measure or collect information on how consumers interact with your Services. The Tracking Program provided by us may include a provisioned phone number acquired by us and inserted in your Services (referred to as a Call Tracking Number), customized landing page or proxy site, or any form of tracking such as pixel code, script, JavaScript, cookie, or similar function placed in an ad or website. In each case, these tracking programs are designed to collect relevant information about end users who interact with your Services.

If you elect to take advantage of a call tracking number, additional fees may apply. You authorize us to act as your agent in acquiring and provisioning the number for your use with the Service and grant us exclusive right to receive all telephone call data arising from the call tracking number. You agree that we have the right and license in and to the call tracking number, and that ownership cannot be transferred to you by us at any time. You will not cause or permit the call tracking number to be published or otherwise used in any other advertising as this will skew the results. We are not responsible for any failure of the call tracking service at any time for any reason. You also understand that calls will be recorded and are made available for you to listen to for a limited period of time after the call is received. We may also listen to the recorded calls to monitor quality, assess and improve performance of Services, and provide insight for training purposes. When a caller makes a call to you through a call tracking number, the caller may be advised using a pre-recorded message that all calls are recorded for training and monitoring purposes prior to the call ringing through to your destination number. You are responsible for informing and obtaining the necessary permission per applicable federal, state, and local laws, of any person (including employees, contractors, or other persons working on your behalf) who answers incoming calls that such calls are being recorded. You are responsible for all pre-recorded notifications, compliant call recording disclosure scripts, adherence to consumer privacy laws, and other disclosures/notifications as required by local, state, and federal law.

Our Tracking Programs are NOT intended for the collection and storage of sensitive information including social security numbers, driver's license information, credit card or other financial information, HIPPA protected information, or any other similarly sensitive information. It is your responsibility to monitor all call recordings, website leads, and other tracked information for the appropriateness of the information being collected and to take measures to ensure that sensitive information will not be recorded or stored as a part of the tracking program. If you elect to enhance your Services with a Tracking Program, you grant us and our third party vendors permission to administer, monitor, and access your call tracking program to provide you reports, assess the quality of the Services provided, and for other administrative purposes we deem necessary. We agree to treat this information as confidential in nature and will not document or disclose any information obtained from the tracking program.

16. INDEMNIFICATION

You agree to indemnify, save and hold harmless us from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of your responsibilities or obligations, representations or warranties under this Agreement. Under

such circumstances, you shall promptly notify us in writing of any claim or suit. You have sole control of the defense and all related settlement negotiations. We shall provide you with commercially reasonable assistance, information and authority necessary to perform your obligations under this section.

Subject to the terms, conditions, express representations and warranties provided in this Agreement, we agree to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with our representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of a failure to perform, misrepresentation, gross negligence, or misconduct of Client.

17. LIMITATION OF LIABILITY

You agree to review all material, content, copy, layouts, slogans, websites artworks, graphic materials, photography, and other Service(s) provided immediately and notify us in writing or via electronic message (email) of any errors or omissions. If any of these items are auto approved or published without your approval, it is your responsibility to review the reporting provided to you monthly which contains links to the material produced. The



total aggregate liability for us for errors and/or omission of Services, negligence, any breach of this Agreement, and any other cause of action or wrongful act is limited to the total amount invested by the Company as listed in initial term of the Service Agreement. We and our third-party service providers are not liable for consequential damages, punitive damages, incidental damages, or damages for harm to business, lost revenues, profits, or goodwill, or any other special damages, whether the claim is based on negligence, breach of contract or express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if you or we knew such damages could or may result. We disclaim any obligations, representations, or warranties, whether express or implied, that are not expressly set forth in this Agreement. Without limiting the generality of the foregoing, we do not warrant, and you expressly disclaim any reliance on any statements or representations, including estimates, not contained in the Agreement, including without limitation the number of responses to your Services, the number of persons who will view your Services, or any other business benefit. The limitations in this Section shall apply notwithstanding any failure of essential purpose under this Agreement. We are not liable to you for any deviation from or change in our policies, practices, and procedures, including without limitation those regarding the placement, position, or location of Services, headings, or categories.

18. PERFORMANCE & UNCONTROLLABLE EVENTS

All parties agree to do everything necessary to ensure that the terms of this Agreement take effect within a reasonable amount of time. We are not liable for any delay or failure in a Service(s) performance when such delay or failure arises for reasons beyond the reasonable control of such party. We will endeavor to provide quality services on a 'Best Effort' and 'as-is' basis based on our subjective determination. Due to the nature of services, no direct or indirect performance, metrics or achievements are promised. We may reject all or any portion of the Service(s) at any time and for any reason (even if previously approved). If rejected, we will refund any advance payments for that Service(s).

19. WARRANTIES

No Boundaries Marketing Group provides its services on an 'AS IS' basis and without any warranty of any kind, express or implied. We specifically exclude any warranties of merchantability or fitness for a particular purpose. We do not assume any liability that is in anyway related to the Services we are providing or have provided for any specific level or type of proper performance. We also do not represent or warrant, and specifically excludes liabilities for proper performance of services, completeness, any errors, damage to any person or goods related to the services in any manner. No Boundaries Marketing Group will not be responsible for any loss or damage caused by any act or omission related to the services whether caused by us or any third-party arising from negligence, accident or any other reason.

20. NON-ACCESS TO EMPLOYEES & SUPPLIERS

You acknowledge and agree that any attempt to contact or solicit any No Boundaries Marketing Group employee, contractor, or supplier directly without prior written authorization from No Boundaries Marketing Group management. Any attempt will be considered a breach of this Service Agreement and grounds for seeking damages, appropriate injunctive remedies, and termination of this agreement at the option of No Boundaries Marketing Group.

21. ASSIGNMENT

The Agreement is binding on you and your successors. We may assign the Agreement, but you may not without our prior written consent.

22. CURRENCY

All monetary amounts referred to in this Agreement are in USD (US Dollars).

23. UNENFORCED RIGHTS

Except as otherwise set forth in the Agreement, neither party will lose any of their rights under the Agreement, even if you/we do not enforce a right or delay in enforcing a right. Force Majeure. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control. Severability. If any provision of the Agreement is found to be unenforceable, the rest of the Agreement will remain in full force and effect.

24. THIRD PARTY VENDORS

We may have third party vendors who assist us in providing certain Service(s). You grant us and our third-party vendors or service provider's specific permission to provide, administer, monitor, track and access your Service(s) for any administrative purposes we deem appropriate. In addition, we have full flexibility to modify our vendor relationships at any time. We are under no obligation to disclose our third-party vendors or the services they provide.

25. RELATIONSHIP OF PARTIES

Neither party is nor shall be a partner, joint-venture, agent or representative of the other party solely by virtue of this Agreement. Neither party has the right, power or authority to enter into any contract or incur any obligation, debt or liability on behalf of the other party.

26. ELECTRONIC SIGNATURE

You agree that your acceptance of these Terms and Conditions, given electronically, will have the same legal effect as if the Terms and Conditions had been personally signed in writing by you. Our imaged copy of these Terms and Conditions will be deemed a duplicate original for evidentiary purposes.

27. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Maricopa County, in the State of Arizona.



28. OUR REMEDIES

If you do not pay all charges by the due date or fail to meet any other obligation under this Agreement, we may, without notice remove, suspend, or modify your Services without liability and recover all collection costs and legal fees, and pursue any other available legal or equitable remedies. You agree that we may report to credit reporting agencies your failure to make payments as required by this Agreement.

29. MEDIATION & ARBITRATION

If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If you intend to seek mediation or arbitration, you must first send written notice by certified mail, to No Boundaries Marketing Group, LLC 12425 W. Bell Rd, Building D, Suite 118-B, Surprise, AZ 85378. If No Boundaries Marketing Group, LLC intends to seek mediation or arbitration, we will send notice to the via electronic message to the email address on file and to your current billing address on your account via certified mail. The notice must describe the nature and basis of the claim and the specific relief sought. If the parties cannot reach an agreement within thirty (30) days from the receipt of the notice, either party may initiate mediation proceedings. A form to initiate mediation or arbitration proceedings is available on the American Arbitration Association (AAA) site at www.adr.org.

Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$50,000, in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be Maricopa County, Arizona. The arbitration shall be governed by the laws of the State of Arizona. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. The exchange of relevant document shall take place within 20 business days. There shall be no other discovery allowed. In making determinations regarding the scope of exchange of electronic information, the arbitrator(s) and the parties agree to be guided by The Sedona Principles, Third Edition: Best Practices, Recommendations & Principles for Addressing Electronic Document Production. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 180 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. The arbitrators may determine how the costs and expenses of the arbitration shall be allocated between the parties, but they shall not award attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

30. AMENDMENTS

No Boundaries Marketing Group reserves the right to modify or amend these terms and conditions at any time for any reason. If a change is made to these terms and conditions, an electronic copy will be provided to you via electronic message. Additionally, the most recent terms and conditions can be found on our website, <https://noboundaries.marketing/terms-conditions/>.

ANNEXURE: SEO SERVICES

If you have purchased SEO Services as a part of the Service Agreement, you agree to the following additional terms and conditions.

31. SEO SERVICES: GENERAL DESCRIPTION

No Boundaries Marketing Group agrees to provide Client with Search Engine Optimization and Reporting Services (hereinafter referred to as "SEO") as described in this agreement. SEO refers to the practice of increasing the quantity and quality of traffic to a client's website through organic search engine results.

32. SEO SERVICES: OUR PROCESS

To bring some clarity to this Service Agreement, we have outlined our SEO process below:

- i. **SITE ASSESSMENT AND INTAKE**
We audit your website, online presence of your business, and gather information about your target audience and goals.
- ii. **KEYWORD RESEARCH**
We research the best keywords based on the industry vertical and physical location to bring the most effective results.
- iii. **CONTENT AND ON-PAGE OPTIMIZATION**
Based on our conversations, website assessment, and keyword research, we implement high-quality content optimization on your website. Extensive on-page optimization includes Google and Bing tools integration, duplicate content analysis, page load time check, mobile friendly testing and implementation of page titles, meta descriptions, header tags, internal anchor text linking, local schema setup, image alt text addition and hyperlink optimization.



iv. LOCAL OPTIMIZATION

Once the content optimization is in place, we focus on building the local presence by submitting the business to top local search engines. These include Google My Business, Bing Local, Apple Maps, Facebook and many more.

v. MONTHLY LINK BUILDING

With monthly link building via informational content posting, guest blogging, local citations and NAP enabled directory submissions, we rank the website for target keywords with an authoritative backlink portfolio.

A specific list of SEO tasks can be requested; however, we are under no obligation to disclose our monthly SEO tasks.

33. SEO SERVICES: KEYWORD ANALYSIS RESEARCH & REPORTING

No Boundaries Marketing Group will conduct research to determine which keywords and keyword phrases are appropriate to target in the optimization process. We may collaborate with you and other 3rd parties in the selection of keywords and keyword phrases that search engine users are most likely to search for while utilizing search engines. We may use multiple 3rd party applications to conduct keyword research which may all provide different information. We use this information to the best of our ability to determine the keywords that will have the greatest benefit for our client.

34. SEO SERVICES: PROVIDING ACCESS TO YOUR WEBSITE AND OTHER BACK-END ACCESS TO 3RD PARTY APPLICATIONS

In order to provide various SEO Services, we require access to various systems such, but not limited to: Your content management system or existing website (CMS), Google Analytics, Google Search Console, Bing Webmaster Tools, domain control panel, FTP access, and more. If you refuse to provide access to requested systems and 3rd party applications, you understand that certain SEO tasks may not be completed, and this may have a negative effect on the programs performance.

35. SEO SERVICES: WARRANTIES & PERFORMANCE

No Boundaries Marketing Group has no direct control over final positioning or results. While we strive to achieve top rankings on search engines, there are a variety of factors that influence placement, some of which we are not able to control. A client's website may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory. Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, No Boundaries Marketing Group does not guarantee placement or rankings. We assume no liability for ranking, traffic, indexing issue whatsoever. You understand that SEO takes time and can take over 90 days before you see results. A new website may get a temporary boost in ranking for various targeted keywords, however those keywords may lose position over time. We refer to this as a 'new site boost effect' and is uncontrollable. We only use 'white hat' tactics as a part of our SEO Services. No Boundaries Marketing Group is not responsible for changes made to the Website by you, us, or other parties that adversely affect the search engine rankings of the Client's Website. We encourage all clients to communicate with us prior to making changes to the website.

36. SEO SERVICES: TIMELINE

No Boundaries Marketing Group makes not promise or guarantee any project timeline as every project responds differently to the various tasks completed. In addition, we do require information from clients periodically to help write content for the site, provide access to various applications or systems, provide information about a particular product and/or service, or approve various items created for your website or other 3rd party site. Failure to respond in a timely manner will delay the process and ultimately may negatively impact the projects overall performance.

37. SEO SERVICES: ADDITIONAL FEES

No Boundaries Marketing Group is not responsible for a client or other 3rd party overwriting SEO work already completed on the site. If this work needs to be reimplemented, you will be charged an additional fee for re-constructing and/or reoptimizing the site based on an hourly rate of \$85 per hour and does not require your prior approval. As a courtesy, if required changes are anticipated to cost over \$425, we will request prior approval from you.

38. SEO SERVICES: YOUR RESPONSIBILITIES

As a part of our SEO Services, you understand and agree to fully cooperate in the fulfillment of your SEO Services. You agree that we may bill you and you agree to pay for Services rendered even if the full Service is not provided due to your failure to respond, provide information, failure to approve items created on your behalf, or your general lack of cooperation. You agree that you will work with us to schedule a monthly campaign meeting to discuss changes to your business, monthly reporting, and the overall SEO strategy. You also agree that you are solely responsible for the development, maintenance, and operation of your website and for all content and other materials that appear on your website.

ANNEXURE: WEBSITE & DESIGN SERVICES

If you have purchased Website Design Services as a part of the Service Agreement, you agree to the following additional terms and conditions.

39. WEBSITE & DESIGN SERVICES: GENERAL DESCRIPTION

No Boundaries Marketing Group agrees to provide Client with Website & Design Services (hereinafter referred to as "DESIGN") as described in this agreement. Design Services include, but are not limited to:

- Website Design & Development including E-Commerce Platforms



- HTML Landing Pages
- Social Media Profile Creation
- Video Creation
- Website Maintenance Services

40. WEBSITE & DESIGN SERVICES: WEBSITE DESIGN & DEVELOPMENT SERVICES GENERAL OVERVIEW

No Boundaries Marketing Group Design Services are provided based on the Service Agreement. Additional project requirements must be outlined in an official proposal and agreed to by mutual consensus. You are solely responsible for providing your product descriptions, content, images, graphics, and logo unless otherwise specified in the Service Agreement. For all E-Commerce websites, excluding the initial design and basic setup included in Service Agreement, you are solely responsible for all other storefront content configuration, including pricing and other product information, configuration of tax collection methods, shipping methods, and payment methods. You are encouraged to develop specifications (outline or flow, content, graphics, images, etc) for each page prior to entering into a Service Agreement so that a proper estimate can be delivered based on your requirements. If you do not provide us specifications for each page, we will design the site based on industry best practices at our sole discretion. Any changes or updates requested after the Service Agreement is signed may require an additional fee. You understand and agree that we own any content we design or provide for your website including content, graphics, images, and videos until all monies owed have been paid in full.

The following services are not included in any of the website design and development plans unless otherwise specified in the Service Agreement, but may be purchased separately as a a-la-carte item: (i) any revisions beyond the revisions included in the Service Agreement; (ii) photo manipulation services, such as cutting the image out from the background, adding shadows, cleaning up the image from dust and scratches, making images a uniform size, and adjusting levels/brightness to match; (iii) video services or video editing services; (iv) logo design or graphic design services; (v) content creation or content modification.

41. WEBSITE & DESIGN SERVICES: CLIENT PROVIDED CONTENT

You agree that: (a) No Boundaries Marketing Group has the right to use anything you give us ("Client Content"); and (b) using such Client Content does not violate the patent, copyright, trade secret or other property right of any person, firm or entity; and (c) you hereby acknowledge that we shall have no obligation or duty to perform trademark, service mark or copyright searches or inquiries, or the like, in order to validate the propriety or legality of any information, graphic, or image you provide.

In addition, you grant us a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the client content you provide to us solely in connection with our work for you under this Service Agreement and the promotional uses as allowed by this Service Agreement. You also affirm and represents that this Agreement does not conflict with any other contract, agreement or understanding to which you are a party.

We reserve the right to refuse any direction to create a website that contains pornography or other tasteless images, encourages the exploitation of children or any activity related to the proliferation of child sexual abuse material (CSAM), contains copyrighted or trademarked materials of others or infringes on the intellectual property rights of another, harasses, defames or slanders another, encourages or promotes terrorism or other illegal activities, contains illegal content, or for any other reason that we, in our sole discretion decide.

42. WEBSITE & DESIGN SERVICES: DOMAIN NAME

We agree that No Boundaries Marketing Group has no legal or financial interest in the domain name chosen by you for the site. If we purchase a domain name on your behalf, we agree to transfer the domain name to you at any time upon your request, as long as all monies owed are paid in full. A domain transfer fee may apply and is your sole responsibility to cover.

43. WEBSITE & DESIGN SERVICES: TIMELINES

No Boundaries Marketing Group will make every effort to complete the design and development of your website in a timely manner. Most website builds take approximately 4 – 8 weeks to complete. An initial mockup (referred to as the design phase) of the HOME page is typically ready within 5 – 7 business days from the initial website planning meeting. The mockup process is designed to ensure we are on track with the look and feel of the website prior to the actual development. Once approved, the website will move into the development phase where we work to complete the remainder of the website.

Once the site development has been completed, you will have up to 2 revisions (unless otherwise specified in the Service Agreement) to identify any errors and/or change any of the design, content, graphics, or images prior to launch. Most changes/revisions are completed in 5 – 7 business days.

The final phase of the website development process is the pre-launch QA process where we test all of the site functionality to ensure a smooth launch. We will verify your domain login information and access to the appropriate 3rd party systems to deploy the site. Once the site is live, we will conduct a post-launch QA process where we again, re-verify the site is functionality to ensure your customers receive the best possible experience.

The completion of your Website & Design Services largely depends upon your timely feedback and responses to inquiries. We are not responsible for additional fees, time, or expenses incurred because of delays caused by your lack of, or untimely response, feedback or approval, including your failure to start the design process. Any unreasonable delay may result in the assessment of additional fees.

44. WEBSITE & DESIGN SERVICES: ACCESSIBILITY OF THE WEBSITE DURING CONSTRUCTION



Throughout the development of the website, we will provide a development link for your view the build progress. Please understand, changes to the development site may change from time to time and is not necessarily a reflection of the end result.

45. WEBSITE & DESIGN SERVICES: NO OBLIGATION TO BACK-UP

We have the right, but not the obligation, to back up or archive your website before delivery or in the event of cancellation.

46. WEBSITE & DESIGN SERVICES: INTEGRATION WITH HOSTING PLATFORM

Websites and E-Commerce websites designed by us are built on and integrated with our hosting platform unless otherwise specified in the Service Agreement. A hosting fee may apply unless you purchased Website Maintenance Services. Any attempt to migrate or otherwise transfer any such website or web store to another hosting provider prior paying all monies owed under this and all other Service Agreement is a violation of this Agreement.

47. WEBSITE & DESIGN SERVICES: HACKING & WEB VULNERABILITIES

No Boundaries Marketing Group makes every attempt to provide a secure and safe hosting environment through a reputable 3rd party hosting platform. Unfortunately, we are unable to guarantee that a site is immune to hacking and other online threats. We expressly disclaim any responsibility for liability due to hacking of any websites.

48. WEBSITE & DESIGN SERVICES: PLUG-INS & ADD-ONS

No Boundaries Marketing Group is not responsible for the maintenance on any WordPress 3rd party application or plug-ins added to your website during or after the initial build, unless Website Maintenance Services are purchased. Some feature functionality requests may require paid plug-ins that the you must purchase and require additional update minutes to install and set up. You are solely responsible for ensuring your add-ons or plug-ins remain current and are functional.

49. WEBSITE & DESIGN SERVICES: OUR RIGHT TO TERMINATE

You understand and agree that No Boundaries Marketing Group has the absolute right, in its sole discretion and without any liability to you whatsoever, to terminate your Service Agreement if:

- i. You fail to complete the client intake form or submit content for your initial Design within three (3) months of completing the Service Agreement.
- ii. You fail to provide any other requested content, feedback or approval within thirty (30) days of our request. If we have commenced work on your Design (which means any commencement of the creative process), you may be eligible for a partial refund of the fees associated with the remaining time on your plan, but you will be charged for the work completed to date or cancellation fee equal to 50% of the total contract value, whichever is greater.

50. WEBSITE & DESIGN SERVICES: ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO WORDPRESS

You acknowledge and agree to [WordPress' Terms and Conditions of Use](#).

51. WEBSITE & DESIGN SERVICES: WEBSITE UPDATES & MAINTENANCE

This Agreement does not provide website maintenance unless Website Maintenance Services are purchased. With so many components of a site, periodically, things stop working properly. This is not necessarily a design defect, but a part of routine website maintenance needs. If Website Maintenance Services are purchased as a part of your Service Agreement, we will provide up to 2 hours of Website Updates, Maintenance, and Technical Support each month. Website Maintenance services include weekly and monthly secure website backups, plugin updates, site uptime monitoring, broken links check, and a monthly website improvement analysis. This service greatly increases the ability to proactively detect and mitigate potential downtime with your website.

If ongoing Website Maintenance Services are not purchased as a part of this Service Agreement, Technical support may be necessary to maintain reliable performance of the features and functionality of the site. An hourly rate of \$85.00 (minimum of 1 hour per request/inquiry) may be assessed for all technical support functions completed after the website launch and 30-business day review period.

ANNEXURE: PAID AD SERVICES

If you have purchased Paid Ad Services as a part of the Service Agreement, you agree to the following additional terms and conditions.

52. PAID AD SERVICES: GENERAL DESCRIPTION

No Boundaries Marketing Group Paid Ad Services include services such as Pay Per Click Advertising, Retargeting or Remarketing Ads, Geofencing, Social Media Ads, and any other similar paid advertising service. These services include the optimization and management of existing paid ads account, and/or creation, optimization, and management of new paid ads campaigns.

53. PAID AD SERVICES: OUR PROCESS



- i. **Site Assessment and Intake:** We audit your website, online presence of your business and gather information about your target audience and goals.
- ii. **Keyword Research and Ad Groups:** We will do comprehensive keyword research, ad group creation and bid management for your campaign. In addition, we can prioritize keywords based on your inputs.
- iii. **Creating Compelling Ads:** Based on keyword research, our team of PPC Advertising strategists will create relevant ads targeting the keywords that are present in the tightly theme ad groups. Ads can be customized to showcase business locations, contact information, service price list, and more
- iv. **Automated Reports:** Weekly and Monthly PPC performance reports are sent out automatically to keep you informed about the results we've achieved.

54. PAID AD SERVICES: FEES AND PAYMENT

Payments and fees for your advertising budget include your monthly service fee (Management Fee) and the actual amount spent on paid ads. The monthly fee on the Service Agreement is an estimated monthly budget for which the amount spent on paid ads shall not exceed. You understand that if your monthly budget is not exhausted in a given month, the remaining budget will allocate to the next month. If you spend should happen to exceed the monthly budget, the following month's budget will be reduced by the amount equal to the overspend. Some search engines and paid ads platforms have a delayed billing system meaning charges can come in up to 60 days after the program has been cancelled.

55. PAID AD SERVICES: PAUSING YOUR ACCOUNT

You may request to pause your Paid Ad Services at any time during the term of your Service Agreement. During the time your account is paused, we will not run any paid advertising however you will be responsible for a minimum account management fee of \$150.00.

56. PAID AD SERVICES: PLACEMENT & GUARANTEES

We do not guarantee the placement or position of any ad for any Service unless otherwise specified in this Agreement. You also acknowledge and agree that we make no specific guarantee or warranty regarding any Service, including but not limited to Paid Ad Services. We do not warrant the number of calls, clicks, impressions, or any other metric.

57. PAID AD SERVICES: PROVIDING ACCESS TO YOUR WEBSITE AND OTHER BACK-END ACCESS TO 3RD PARTY APPLICATIONS

In order to provide various Paid Ad Services, we require access to various systems such as your content management system or existing website (CMS), Google Analytics, Google Ads, Google Search Console, Bing Ads, Bing Webmaster accounts, domain control panel, FTP access, and more. If you refuse to provide access to various systems, you understand that certain Paid Ad tasks may not be completed, and this may have a negative effect on the programs performance.

ANNEXURE: MOBILE APP DEVELOPMENT

If you have purchased Mobile App Development Services (iOS and/or Android) as a part of the Service Agreement, you agree to the following additional terms and conditions.

58. MOBILE APPLICATION DEVELOPMENT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

No Boundaries Marketing Group (NBMG) will perform for Company, as a "work made for hire", the services do the development of a mobile game software application for iOS devices and/or Android OS devices, that are more particularly described in any schedules, invoices, purchase order or statements of work ("hereinafter all referenced as "Exhibits") that the parties have executed, or may execute from time to time, which shall be and are hereby incorporated by reference and made a part of this Agreement. Any and all services and/or Schedules performed by NBMG (hereinafter referred to as "Work"), may include, but are not limited to, the development and/or delivery of any software, applications, technologies, materials, inventions, ideas, designs, concepts, techniques, discoveries, or improvements created by NBMG. We are not obligated to perform any Work, and Company has not contracted for any Work, unless and until a Exhibit is executed by both parties. Both parties agree the requirement of a written signed Exhibit is satisfied upon either (a) NBMG and Company's signing a Exhibit, or (b) NBMG's commencing Work described in an electronic Exhibit or Service Agreement transmitted by an authorized and designated Company employee. In the event that NBMG performs and Company pays for any services without having executed a Exhibit or any other written agreement applying to such services, then such services will constitute Work under this Agreement and will be governed by the terms and conditions of this Agreement. NBMG agrees to deliver final software applications (and all source code and object code related thereto) to Company no later than 6 months after receiving the final payment per the Service Agreement.

59. ACCEPTANCE PROCESS

Unless provided otherwise in the applicable Exhibits, Company will have forty-five (45) days following delivery of any Work in which to evaluate the Work and any portion thereof and submit a electronic notice of acceptance or rejection to NBMG via email, or such other longer time as is reasonable under the circumstances. Company may accept or reject Work based on its failure to conform to any Exhibit, specifications or warranties or its being unfit for Company's intended purpose. Work shall be deemed accepted absent Company's written acknowledgement after 90 days if no rejection has been submitted by the Company. In the event of rejection of any Work, NBMG will promptly correct the Work.



60. COMPANY MATERIALS

For purposes of this Agreement: “Company Materials” means any equipment or other tangible materials, software, documentation, methodologies, know how, processes, techniques, ideas, concepts, technologies, data and/or any other information that are provided by Company to NBMG. If Company provides NBMG any Company Materials, then Company hereby grants NBMG a non-exclusive, personal, non-transferable, non-assignable license to (during the term of such Service Agreement and subject to any additional terms and conditions in any license or other agreement provided by Company with such Company Materials) internally use, modify and create derivative works of such Company Materials for the sole purpose of, and solely to the extent strictly necessary for, performing the Work under such Agreement. Any modifications, enhancements, and/or derivative works NBMG makes of Company Materials will constitute Work assigned to Company under this Agreement. Company retains all right, title and interest in the Company Materials. The Company Materials constitute Company Confidential Information and are subject to sections in terms and conditions of this Service Agreement.

61. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP OF WORK

For purposes of this agreement, “Intellectual Property Rights” means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

The Work (including, without limitation, any works of authorship, documents, records, notes, inventions (whether or not reduced to practice), methods, materials, ideas, designs, models, concepts, techniques, discoveries, and improvements created, conceived or reduced to practice by NBMG in connection with Work or by use of or exposure to Company Confidential Information) has been specially ordered and commissioned by Company, may be incorporated in existing Company works as a compilation or collective work, and constitutes work made for hire for Company under applicable copyright law to the extent it qualifies as such. NBMG agrees that Company will own all Intellectual Property Rights in the Work and that the Work is a “work made for hire” for copyright purposes.

61. ASSIGNMENT

NBMG hereby assigns to Company, its successors and assigns, all rights, title and Intellectual Property Rights interests in and to the Work including, without limitation, the following: (a) any Intellectual Property Rights that NBMG may possess or acquire in the Work that do not qualify as a work made for hire, and all copyrights and equivalent rights in the Work, throughout the world, including without limitation all renewals and extensions of such rights that may be secured under the laws now or hereafter in force and effect in the United States of America or in any other country or countries;

(b) all rights in and to any inventions, ideas, designs, concepts, techniques, discoveries, or improvements, whether or not patentable, embodied in the Work or developed in the course of NBMG’s creation of the Work, including, but not limited to, all trade secrets, utility and design patent rights and equivalent rights in and to such inventions and designs throughout the world, regardless of whether or not legal protection for the Work is sought; (c) any documents, magnetically or optically encoded media, or other materials created by NBMG under this Agreement; and (d) the right to sue for infringements (including, without limitation, any infringements that may occur before the date of this Agreement), and to collect and retain damages from any such infringements.

61. FURTHER ASSURANCES; OTHER RIGHTS

At Company’s expense, NBMG will execute and deliver such documents and take such other action as may be requested by Company to evidence, perfect or protect Company’s rights in the Work and to carry out the assignments and waivers contemplated in this Agreement. In this regard, NBMG will cooperate with Company in the filing and prosecution of any copyright, trademark or patent applications that Company may elect to file on the Work or inventions and designs relating to the Work. NBMG will not challenge, oppose or interfere with such applications and will not file any such applications on its own behalf. To the extent NBMG has any rights in the Work not subject to assignment, including without limitation any moral rights; NBMG waives and agrees not to assert such rights and enforcement thereof to the maximum extent permitted by law.

61. NON-DISCLOSURE

At all times during and after the term of this Agreement, NBMG will hold in strictest confidence, and will not use or disclose to any third party, any Company Confidential Information. The term “Company Confidential Information” means all non-public information that Company designates as being confidential or which under the circumstances of disclosure ought to be treated as confidential. “Company Confidential Information” includes, without limitation, Company Materials, the Work, the existence of this Agreement and/or any Schedules, terms and conditions of this Agreement and/or any Schedules, information relating to released or unreleased Company software or hardware products, marketing or promotion of any Company product, business policies or practices of Company, customers or suppliers of Company, “Personal Information” (as defined in Section 8.1 below), or information received from others that Company is obligated to treat as confidential. If NBMG has any questions as to what constitutes Company Confidential Information, NBMG will consult with Company. “Company Confidential Information” does not include information that, through no fault or breach of NBMG or any third party: (a) was known to NBMG prior to Company’s disclosure to NBMG; or (b) becomes publicly available.



62. REPRESENTATIONS AND WARRANTIES

NBMG represents and warrants that: (a) NBMG has full and exclusive right and power to enter into and perform according to the terms of this Agreement; (b) The Work as delivered to Company, to the best of our knowledge, does not infringe or misappropriate any copyright, patent, trade secret, trademark, or other proprietary right held by any third party and is free of any lien, claim, security interest or encumbrance; (c) The Work will meet the specifications described in the applicable Service Agreement and Exhibits, will be complete and accurate, and will comply with all applicable laws and regulations; (d) NBMG will have all necessary rights to the Work to transfer ownership to Company as required by Sections above. Work created by NBMG employees will be created within the scope of their employment and pursuant to written obligation to assign to NBMG all right, title and interest in the Work, including without limitation the rights enumerated and assigned to Company in Section(s) above. (e) NBMG will not incorporate into the Work any product, software, or other materials for which the intellectual property rights are not owned solely by NBMG without the express written permission of Company; (f) The Work will be performed in a professional manner and will be of a high grade, nature, and quality; (g) The Work is not, and when delivered to Company will not be, in whole or in part, governed by an Excluded License. An Excluded License is any license that requires, as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software and/or other software combined and/or distributed with such software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge. (h) The software component of any Work as delivered to Company will not contain any viruses or other applications or executables that will degrade or infect any Work product or any other software or Company's network or systems, including without limitation any "trap doors," "worms" and "time bombs." (i) NBMG will dedicate appropriate facilities, skilled employees, and resources to complete Work. (j) Company Materials will be used for the sole purpose of performing the Work under the Schedule for which Company provides the Company Materials to NBMG. Company Materials will not be disclosed to or used for the benefit of any third party.

63. BREACH OR THREATENED BREACH

Company agrees that any breach, or threatened breach, of this Agreement by Company could cause irreparable damage and that in the event of such breach, or threatened breach, NBMG shall have, in addition to any and all remedies of law, the right to seek financial relief from any outstanding obligation owed without the necessity of any proof of actual damages. NBMG is not responsible for any delays in performance as a result of a breach or threatened breach.