

# **SEO/PPC/Social Terms of Service**

## **Agreements**

In consideration of the mutual covenants set forth in any Agreement and/or Client and DIGITAL 55 hereby agree as follows:

Development of PPC Campaign and/or Optimization Services and/or Social Media Services or referred as "PPC Campaign" in this document.

DIGITAL 55 agrees to create, install, manage, develop and employ custom PPC Advertising tactics according to the terms listed on Exhibit A attached hereto.

## **Specifications**

DIGITAL 55 agrees to develop the PPC Campaign pursuant to the Specifications set forth in Exhibit A.

## **Delivery Dates and Milestones**

DIGITAL 55 will use reasonable diligence in the development of the PPC Campaign and Strategy and endeavor to deliver to client all deliverables and milestones on a monthly basis. Client acknowledges, however, that this delivery deadline and the other payment milestones are estimates, and are not required delivery dates. DIGITAL 55 will retain all documents, source code, keyword lists and other assets employed or created for client during the execution of any agreement. Client will receive only the output formats of DIGITAL 55's work where applicable. The output is to be used only within the scope of the project as outlined in Exhibit A. Client shall retain all of its intellectual property rights in any text, images or other components it owns and delivers to DIGITAL 55 for use in the PPC Campaign and Strategy rendered under any agreement.

## **Services Provided**

PPC Campaign and Optimization services are intended to provide client with preferential positioning in selected paid search engine inclusion and report

results on an ongoing and timely basis. Some of the PPC Campaign and Optimization tactics include:

### **1.1 PPC Keyword Selection Services**

DIGITAL 55 will manage a list of keywords and phrases relevant to client's desired search terms based upon

#### **Research conducted by DIGITAL 55**

Competitive analysis of keyword terms currently in market use.

Other client-provided analytics and metrics for particular terms or phrases.

## **1.2 PPC Campaign Components, Implementation, Ongoing Research and Reporting Services**

### **Advertising Copy**

DIGITAL 55 can write or modify Client's advertising copy that is designed to drive high quality traffic to client web site(s) based upon the various keywords identified and selected in section 1.1. Click-through rates shall be tracked and copywriting shall be adjusted based on these reports.

### **Campaign Budgeting**

DIGITAL 55 and client shall agree upon an initial budget for all PPC efforts.

### **Campaign Creation and Implementation**

DIGITAL 55 shall set up independent PPC accounts in client name with all agreed-upon PPC Advertising Networks and subject to the agreed-upon budgets. DIGITAL 55 shall create various campaigns with varying advertising copy, keywords and demographic targeting based on the DIGITAL 55's research. Campaigns may differ in copywriting and keyword usage based upon the individual PPC advertiser.

DIGITAL 55 may create special Web Pages ("landing pages") to which all click-through actions. Creative services rendered under any Agreement may

be subject to separate Web Design and Development fees and terms and conditions.

### **Monitoring and Reporting**

DIGITAL 55 shall monitor and manage client's PPC campaign and monitor CPC (cost per click) rates. Bids may be adjusted in order to maximize high quality traffic. Non-performing keywords may be removed from the PPC campaign based on the results of this reporting. Reports shall be provided to client on a monthly basis if proposal identifies it.

### **1.3 ROI and Conversion Tracking Software**

In the event that it is deemed necessary and vital to install ROI tracking or other metric measurement software, DIGITAL 55 can monitor and configure software packages ("the Installation" or the "Software") for certain fees. DIGITAL 55 shall not be responsible for keeping copies, back-ups or any other form of the Software after turning over the original copies to client. DIGITAL 55 will not maintain the Installation, updates, or any daily tasks required for the maintenance of the Software under any agreement.

DIGITAL 55 will not manage or maintain copies of licenses for any of the software packages or installations under any Agreement.

### **1.4 Service Disclaimers**

Client acknowledges the following with respect to services:

- a) DIGITAL 55 accepts no responsibility for policies of PPC Advertising Networks, third-party search engines, directories or other web sites ("Third-Party Resources") that DIGITAL 55 may submit to with respect to the classification or type of content it accepts, whether now or in the future. Client's web site or content may be excluded or banned from any Third-Party Resource at any time. Client agrees not to hold DIGITAL 55 responsible for any liability or actions taken by Third-Party Resources under any Agreement.
- b) Client acknowledges the nature of many of the resources DIGITAL 55 may employ under any Agreement are competitive in nature. DIGITAL 55 does not guarantee position, consistent positioning, or specific placement for any

particular PPC keyword, phrase or search term. Client acknowledges that DIGITAL 55's past performance is not indicative of any future results client may experience.

c) Client acknowledges that PPC Advertising may be subject to the individual advertising network's policies and procedures. Each edit or change made to any resources employed by DIGITAL 55 may repeat these inclusion times.

d) Client acknowledges that any of the PPC advertising networks; search engines, directories or other resources may block, prevent or otherwise stop accepting submissions for an indefinite period of time.

e) Client acknowledges that PPC advertising networks or search engines may drop listings from its database for no apparent or predictable reason. DIGITAL 55 shall re-submit resources to the search engine based on the current policies of the search engine in question and whether pay inclusion programs are being used.

f) DIGITAL 55 will endeavor to make every effort to keep client informed of any changes that DIGITAL 55 is made aware of that impact any of the PPC Campaign and Strategy and the execution thereof under any Agreement. Client acknowledges that DIGITAL 55 may not become aware of changes to third-party resources, industry changes or any other changes that may or may not affect PPC campaign.

g) Client acknowledges that DIGITAL 55 cannot guarantee the exact placement of client's advertising; its availability or availability related to the funds in the client's account. Client is solely responsible for all advertising fees and must maintain adequate funds in any third-party accounts in order to maintain inclusion in these resources.

### **Compensation**

For all of DIGITAL 55's services under any Agreement, client shall compensate DIGITAL 55, in cash, pursuant to the terms of Exhibit A attached hereto. In the event client fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, DIGITAL 55 has the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove equipment, software, services or resources owned by DIGITAL 55, whether leased to client by DIGITAL 55 or not and any DIGITAL 55 personnel or staff from client location(s), or (3) bring legal action.

## **Confidentiality**

Client and DIGITAL 55 acknowledge and agree that the Specifications and all other documents and information related to the development of PPC Campaign (the "Confidential Information") will constitute valuable trade secrets of DIGITAL 55. Client shall keep the Confidential Information in confidence and shall not, at any time during or after the term of any agreement, without DIGITAL 55's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.

## **Limited Warranty and Limitation on Damages**

Client waives any warranty, express or implied. Client waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to DIGITAL 55 as set forth in Exhibit A attached hereto.

## **Independent Contractor**

DIGITAL 55 shall be retained as independent contractor. DIGITAL 55 will be fully responsible for payment of its own income taxes on all compensation earned under any agreement. Client will not withhold or pay any income tax, social security tax, or any other payroll taxes on DIGITAL 55's behalf. DIGITAL 55 understands that it will not be entitled to any fringe benefits that client provides for its employees generally or to any statutory employment benefits, including without limitation worker's compensation or unemployment insurance.

## **Equipment**

Client agrees to make available to DIGITAL 55, for DIGITAL 55's use in performing the services required by any agreement, such items of hardware and software as client and DIGITAL 55 agree are reasonably necessary for such purpose. Client agrees to make available any access to services deemed necessary by DIGITAL 55 to fulfill its obligations under any agreement.

## **General Provisions**

## **2.1 Entire Agreement**

Any agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of any agreement shall be valid unless made in writing and signed by both parties hereto.

## **2.2 Governing Law**

Any agreement shall be governed by and construed in accordance with the laws of the state of Ohio. Exclusive jurisdiction and venue shall be in the State of Ohio.

## **2.3 Binding Effect**

Any agreement shall be binding upon and inure to the benefit of client and DIGITAL 55 and their respective successors and assigns, provided that DIGITAL 55 may not assign any of its obligations under any agreement without client's prior written consent.

## **2.4 Waiver**

The waiver by either party of any breach or failure to enforce any of the terms and conditions of any agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of any agreement.

## **2.5 Good Faith**

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of any agreement.

## **2.6 No Right to Assign**

Client has no right to assign, sell, modify or otherwise alter any agreement, except upon the express written advance approval of DIGITAL 55, which consent can be withheld for any reason.

## **2.7 Right to Remove Resources**

In the event client fails to make any of the payments set forth on Exhibit A within the time prescribed in Exhibit A, DIGITAL 55 has the right to remove any PPC campaign under DIGITAL 55 control until payment is paid in full, plus accrued late charges of 2% per month.

## **2.8 Indemnification**

Client warrants that everything it provides DIGITAL 55 to employ in the PPC campaign is legally owned or licensed to client. Client agrees to indemnify and hold DIGITAL 55 harmless from any and all claims brought by any third party relating to any aspect of the PPC campaign, including but without limitation, any and all demands, liabilities, losses, costs and claims including attorney's fees arising out of injury caused by client's products/services, material supplied by client, copyright infringement, and defective products sold via the PPC campaign. Client agrees to indemnify DIGITAL 55 from responsibility for problems/disruptions caused by third-party services that client may use, such as merchant accounts, shopping carts, shipping, hosting services, real-time credit card processing and other services that relate to the ownership and operation of the PPC campaign.

## **2.9 Use of Material for Promotional Purposes**

Client grants DIGITAL 55 the right to use its work in producing the PPC campaign for promotional purposes and/or to cross-link it with other advertising developed by DIGITAL 55. Client grants DIGITAL 55 the right to list reference or otherwise identify client as a client of DIGITAL 55 in DIGITAL 55's advertising and marketing.

## **2.10 No Responsibility for Loss**

DIGITAL 55 will have no responsibility for any third party disrupting, intruding or otherwise copying files in part or in whole on all or any part of the work performed for the PPC campaign. DIGITAL 55 is not responsible for any down time, lost files, improper links or any other loss that may occur in the operation of the PPC campaign under any agreement.

## **2.11 Right to Make Derivative Works**

DIGITAL 55 will have the exclusive rights in making any derivative works from any of its work, practices, coding, programming or other work in regards to the PPC campaign.

## **2.12 Attorney's Fees**

In the event any party to any agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.

## **2.13 Identification of DIGITAL 55**

Client agrees that DIGITAL 55 identification may be annotated, and remain within the code or on the web site as the authors. Client also agrees to put DIGITAL 55's copyright notices on the PPC campaign reports and the relevant content therein.

## **2.14 Transfer of Rights**

In the event DIGITAL 55 is unable to continue maintenance of the PPC campaign services, non-exclusive rights to the PPC campaign will be granted to client. Transfer of Rights does not apply to non-transferable third-party licenses and proprietary material owned by the developers.

## **Exhibit A**

Some of the tactics DIGITAL 55 will utilize as part of it's service offering are as follows:

- Individual ads monitored and poor performers replaced with new ad copy
- Keyword performance analyzed and poor performing keywords eliminated
- Keyword opportunities identified based on ad and keyword performance
- Ad groups created or modified based on ad and keyword performance
- Ad and keyword bids modified to maximize high quality traffic
- Recommendations made to improve landing page performance
- Competitor campaigns reviewed to identify keywords, ad and landing pages opportunities
- Monthly statistics and account changes report sent
- Phone call tracking and recording for analytics purposes

By purchasing our PPC services the client understands that DIGITAL 55 may not execute all of these tactics, and will use its best judgment which tactics to



utilize at our discretion. Client Agrees to pre-pay DIGITAL 55 for each month in advance and will be automatically billed by credit card. The amount paid each month will be based on the specific PPC package the Client purchased at signup.

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