

CLICKWELL MEDIA, LLC Universal Terms & Agreements

Applicable to all Participating Parties & (the company/agent) CLICKWELL MEDIA, LLC

These terms & agreements are applicable to all projects CLICKWELL MEDIA, LLC engages in.

SECTION ONE

Timeline(s)

Each aspect of any project will take a different amount of time and is dependent several things, the client's content delivery and responsiveness to questions, new design approvals and/or webpage approvals, and the list goes on. CLICKWELL MEDIA, LLC will act in a timely manner and will do its best to avoid any excessive delays. If for any reason the client changes the scope of the project or we intersect with any unforeseen glitches, technical difficulties, developer delays or personnel issues, a reasonable effort will be applied to complete the project in a timely manner.

Project Pricing & Payments

Each project is priced respectively. You the Client is expected to make all payment arrangements as agreed in writing as well as verbally.

With regards to monthly management term of agreements, the client or company may elect to continue or discontinue any services. Upon discontinuing the monthly management services, any and all updates, modifications, changes to the website will be charged the current Clickwell Media hourly rates. CLICKWELL MEDIA, LLC reserves the right to cancel a monthly management service at any time during the "term" upon 30 day written notice.

Additional Options & Fees

Any requested changes to be made on any HTML coded pages after they have been reviewed and approved will be charged by the hour at the rate of \$175.00 per hour (min two hours) unless otherwise covered in the monthly maintenance & management package(s). Additional services, websites, webpages, landing pages, lead generating webpages, will be priced separately.

Internet Marketing, Search Engine Marketing, Search Engine Optimization, Social Media Marketing, Content Writing are additional services and will be priced separately. These services or campaigns may include the addition of new landing pages & hosting which will be priced & approved according.

Hosting

CLICKWELL MEDIA, LLC will set-up the initial website hosting service for the client. Hosting is provided by one of the following providers: Adobe Business Catalyst & World Secure Systems and their affiliated partners (AWS), BlueHost, and Godaddy. CLICKWELL MEDIA, LLC is not responsible for any consequences due to interruption of service or any other malfunction related to the website hosting including but not limited to email and ftp uploads. It is the sole responsibility of the client to manage and pay for all initial set-up including monthly/annual services unless other arrangements have been made. Clickwell Media retains the sole access to hosting providers until payment has been made in full.

Internet Delays

CLICKWELL MEDIA, LLC services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. CLICKWELL MEDIA, LLC is not responsible for any delays, delivery failures, or other damage resulting from such problems.

Content, Photos & Images

It is strongly advised that all photos and images supplied by the client be in compliance with copyright laws. CLICKWELL MEDIA, LLC reserves the right to reject any material that is unsuitable or unwholesome for general public viewing.

SECTION TWO

Engagement & Liabilities

CLICKWELL MEDIA, LLC will not be held liable for the following:

- The work performed, maintained and/or hosted by technical partners, i.e. Adobe Business Catalyst, Adobe Muse, World Secure Systems, Amazon Web Services, BlueHost, Godaddy, etc.
- The client's brand or use of the brand; this includes but not limited to products, trademarks, trade names, content, page views, products or services sold on or in association with the website.
- Any work or service developed by third party companies associated with the existing website elements, including but not limited to shopping carts, checkout, ecommerce, back office area(s), social media, secure areas, live chat, call tracking, online scheduling, SaaS, etc.
- Any delays in delivering the website project to a live status due to service interruptions that may possibly occur for whatever the reason not in our control.

Abandoned Projects

If a client discontinues communication and/or exchange with CLICKWELL MEDIA, LLC for a period of 21 days or more for any reason without written explanation before the time of communication silence, CLICKWELL MEDIA, LLC reserves the right to consider that project abandoned and consequently all deposited monies and payments will be forfeited without refund. The project development will be considered ceased. Any work that may have been developed prior to the described abandonment will be delivered to the client upon request without liability of its content, completeness, accuracy, nature, platform, coding, imagery, quality, usefulness, visual esthetics, organization, company representation, or any other character, nature or technical state the project or work may be in. CLICKWELL MEDIA, LLC may charge a re-institution fee as well as create a new timeline and terms & conditions agreement.

Legal Review of Content

CLICKWELL MEDIA, LLC advises the client to be sure all branding elements, website design, copy, content, images, photos, trademarks, on-website advertising, celebrities, non-celebrities, professionals, non-professionals, as well as all marketing channels are reviewed by your legal and compliance department.

CLICKWELL MEDIA, LLC will not be held liable or responsible for any website content as it pertains to permissions, copyright, privacy and legal right of use including but not limited to branding, marketing or media in any form whether digital or printed.

Refund Policy

Due to the nature of digital media services and their non-product nature (time & creatives), CLICKWELL MEDIA, LLC does not offer refunds.

SECTION THREE

Ownership

It is agreed that the website design work that is being developed for the client is owned by the client and will appear in all contracts and in actual form as being in possession of client once paid for in full. Client may raise investment value and sell the website at their discretion. Client may sell their business and the website associated, but may not simply replicate the code structure and begin selling the code base as a product or duplicate it for another business mode, this includes but is not limited to widgets, modules, third party forms, social media modules, etc.

Assignment of Project

CLICKWELL MEDIA, LLC reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion, provided that all such sub-contractors execute documentation agreeing that their services are a 'work for hire' Company.

SECTION FOUR

More Important Legal Stuff

CLICKWELL MEDIA, LLC does not warrant that the operation of the web pages and other digital elements will be uninterrupted or error-free. You hereby indemnify, defend, and hold harmless CLICKWELL MEDIA, LLC and its Affiliates, employees, agents, contractors, assigns, licensees, and successors in interest ("Indemnified Parties") from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising from accessing the Site or Your breach of any term of this Agreement. The client agrees to hold CLICKWELL MEDIA, LLC free of any liability to the client or any third party for any damages including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages, website, online advertising campaigns even if CLICKWELL MEDIA, LLC has been advised of the possibility of such damages. Company will endeavor to cure any such performance issues that are under its reasonable control. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Copyrights and Trademarks

The client represents to CLICKWELL MEDIA, LLC and unconditionally guarantees that any elements of content, graphics, photos, videos, designs, trademarks, service marks or other artwork furnished to and/or published by CLICKWELL MEDIA, LLC for inclusion in web pages, social media, or ads, etc. are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and can demonstrate licenses when and where applicable and will



hold harmless, protect, and defend CLICKWELL MEDIA, LLC and its subcontractors from any claim or suit arising from the use of such elements furnished or otherwise purchased and/or supplied by the client.

Laws Affecting Electronic Commerce:

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce, the client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend CLICKWELL MEDIA, LLC and its subcontractors from (including but not limited to) any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

Copyright to Web pages:

The client represents to CLICKWELL MEDIA, LLC and unconditionally guarantees that any elements of content, graphics, photos, videos, designs, trademarks, service marks or other artwork furnished to and/or published by CLICKWELL MEDIA, LLC for inclusion in web pages, social media, or ads, etc. are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and can demonstrate licenses when and where applicable and will hold harmless, protect, and defend CLICKWELL MEDIA, LLC and its subcontractors from any claim or suit arising from the use of such elements furnished or otherwise purchased and/or supplied by the client.

Payment of fees:

In order for CLICKWELL MEDIA, LLC to remain a fiscally healthy company, payments must be made promptly and in a timely manner as laid out in the terms of the contract. Delinquent bills will be assessed a 10% charge if payment is not received within 10 days of the due date unless arranged in writing. If an amount remains delinquent 30 days after its due date, an additional 15% penalty will be added for each month of delinquency. CLICKWELL MEDIA, LLC reserves the right to remove web pages, digital media services, campaigns from viewing on the Internet until payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. Regardless of the place of signing or location of client, the client agrees that for purposes of venue, this contract was entered into in Denver County, Colorado, and any dispute will be litigated or arbitrated in Denver County, Colorado.

Sole Agreement:

With all agreements, terms and conditions, they constitute the sole agreement between CLICKWELL MEDIA, LLC and the client regarding all projects. All additional work not specified here must be authorized by a written change order. All prices specified in our contracts, agreements and offerings will be honored up to one (1) week until both parties sign an agreement. Extended consideration after that time will require a new agreement. CLICKWELL MEDIA, LLC reserves the right to withdraw proposals until both parties have signed the agreement.

Neither party is obligated to the other to continue in future projects.

Arbitration Provision

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute with each other, before entering mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Rules. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Commercial Arbitration Rules of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. In agreeing to arbitration, we both acknowledge that in the event of a dispute including but not limited to fees, services, results, marketing outcomes, etc., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution to be conducted in the State of Colorado, in Denver County.

