

## **ONLINE MARKETING SERVICES**

The following additional terms and conditions shall apply to any and all purchases of Online Marketing Services, SEO Optimizer, Local Business Listings or nsMarketing™ Services (as defined below).

### **1. Description of Service.**

- A. Web.com may make available for purchase, from time to time, a variety of online marketing services in the form of our nsMarketing™ solution, Local Business Listings, and/or SEO Optimizer product, including online banner advertisement creation and publication, pay per click search engine advertising, email communication tools, registration with several World Wide Web search engines and Internet Yellow Pages Directories (as described on our Website), search engine optimization, link building, search submissions, keyword optimization, local, regional and national directory listing and submission, Website and site map analysis, call-tracking, search engine optimized press release service, search engine visibility and/or premium listings services (collectively, "Online Marketing Services", "nsMarketing" or "Services"), as published on the Web.com Website. Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, Web.com agrees to provide to you the Online Marketing Services you purchase during the sign-up process. Web.com reserves the right to amend its Online Marketing Services offerings and to add, delete, suspend or modify the terms and conditions of such Online Marketing Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.
- B. In order to use the Services, you must obtain access to the Internet/World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet/World Wide Web, including a computer and modem or other access device.

### **2. Your Obligations.**

- A. If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Web.com has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).
- B. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (for purposes of this Schedule, "Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Web.com, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Online Marketing Services.
- C. In addition to all other restrictions under this Agreement and the Acceptable Use Policy, you agree to not use the Online Marketing Services to upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- D. You acknowledge that Web.com does not pre-screen Content, but that Web.com and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move

any Content that is available via the Service. Without limiting the foregoing, Web.com and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Web.com or submitted to Web.com.

- E. You understand that the technical processing and transmission of the Online Marketing Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- F. Web.com reserves the right to reject any advertisements from entities for any reason, including those products and/or advertisements deemed to be inappropriate in any way. This includes advertisements or links to pornography, violence, vulgar language, dating/personal ad sites, mp3 sites, gambling, racial/hate promotion, foreign language, etc.

### 3. Fees and Payment Terms.

- A. Payment for the Online Marketing Services selected by you will be on a pre-paid basis, due and payable at the beginning of the term, and will continue billing at the beginning of any and all subsequent terms until such time as you or we terminate the Online Marketing Services. To participate in the premium listings service (the "Listings Service") (as a part of the Online Marketing Services and in particular the Paid Search Advertising Services further defined in Schedule P to this Agreement), you must be an active, current Web.com account holder. You agree to pay us or our third party vendors for all charges incurred by your use of the Listings Service. For charges generated through the delivery of clicks to your site, you will be charged based on actual clicks and pay all charges in US Dollars. All charges are exclusive of taxes. Charges are solely based on our (or our third party vendors') click measurements. For all pay-per-click or similar Online Marketing Services with fees paid in advance based on projected advertising spend and related service and/or management fees, for all amounts not spent on pay-per-click or other advertising and not otherwise allocated towards related service or management fees, such amounts may not rollover or be returned, but instead may be retained by Web.com.
- B. You are responsible for paying all taxes and government charges, and reasonable expenses and attorney fees we incur in any action associated with the collection of service fees. You agree to submit any claims or disputes regarding any charge to your account in writing to us within sixty (60) days of such charge otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge.
- C. Any one-time service fees charged to your account and any initial deposit, the value of which will be credited to your account, are non-refundable. When your funds on deposit with us fall below the minimum level for active accounts, defined as 20% of your estimated monthly click charge for the PPC Services, we will automatically bill your credit card, charge card, or debit card on file the amount equal to the minimum monthly amount (defined as your Average Daily Spend amount multiplied by 30 days), as specified by you during the Listings Service signup. We reserve the right to change the minimum level for active accounts at any time. You have the option of terminating your Listings Service at any time. Such termination of your Listings Service shall be effective at the end of your normal billing cycle, or when your funds on deposit are exhausted. At time of notice of termination, we reserve the right to allocate any or all of your available funds to any outstanding charges or fees due us. Upon the effective date of termination, your listings will be removed from the search engines.

4. Your License. Web.com grants you a personal, non-transferable and non-exclusive right and license to use on a single computer the object code of any software provided to you by Web.com in connection with the Online Marketing Services ("Software"); provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Online Marketing Services. You agree not to access the Online Marketing Services by any means other than through the interface that is provided by Web.com for use in accessing the Online Marketing Services.

5. Specific Restrictions. In certain instances involving the Online Marketing Services, Web.com will perform industry research in order to provide keyword phrase choices to you. During these research activities, Web.com may contact you via email with information that will require a response. Response will be necessary for the project to move forward in a timely manner. In these situations, if a response is not received from the client for more than 60 days, the project is considered "abandoned" and payment is surrendered in full. Web.com will not conduct any type of intellectual property review or analysis of recommended keyword phrases and will further conduct no review of any third party rights to recommended keyword phrases. You agree it is entirely your responsibility and obligation to conduct an analysis of any recommended keyword phrases to determine whether any other party may have any type of rights to the recommended keyword phrases. Web.com will not be held liable for any claims arising out of your choice or lack thereof of recommended keyword phrases. You agree that you assume all risks for trademark infringement, brand infringement, intellectual property infringement or other claims based on your choice of keyword phrases. Any tutorial that is provided on a 30-minute or 60-minute basis as a part of the Online Marketing Services is for information purposes only. These tutorials are one time only and if the tutorial is cut short for any reason by you prior to the end of the 30-minute or 60-minute session no continuation of the tutorial is permitted. Web.com has the right to terminate the tutorial at the end of either the 30-minute or 60-minute session. Web.com may also terminate any tutorial if a Customer is abusive, makes threats, indicated that you is involved in unlawful activity or poses a risk in any way to Web.com.

6. Content. Customer takes full responsibility for all content suggested or supplied to Web.com for inclusion on web document(s), advertisement(s) or any form of media. Customer is held legally liable for the supplied content and all Content on your Website, including, but not limited to, recommended content and content created by Web.com for a your Website. Customer agrees to abide by all local, state, national, and international laws including, but not limited to, trademarks, patents and copyrights. Customer agrees to all content created by Web.com to be hosted on customer's website for the purposes of achieving increased search engine visibility. Customer agrees once the Services begin, additional content may be added to the site by Web.com and code may be adjusted to optimize for search engines. Any requested changes to graphics, text, web pages, and forms or any other requests extending outside of the scope of the project (as defined in the pricing plans) will not be included or considered without advanced payment of \$120/ hour. Customer gives Web.com full authority as a part of this service to create, add, delete, revise or upload content, including approved keywords, onto your site in order to optimize your site for search engines.

7. Changes and Alterations to Customer Websites. In order to keep your website ranking in top search engine or online positions or to develop, create and build links we prefer to have full access (read/write permissions) to your Website content as found on your Website server. This access may be provided in the form of FTP login credentials, or access credentials to a Content Management System (CMS) used on your Website. This will allow us to make any necessary changes to your site to optimize your website for search engine or online directory rankings. Ongoing access may be required if the level of service you

have purchased includes regular optimization of your website over time. You agree to allow Web.com to perform a complete analysis of your site, including, but not limited to, its code, text and links. You further agree that Web.com may make adjustments as needed to enable the site, code, text or links to be located by search engines. Web.com will make an effort to work with you to notify you of any modifications, adjustments or additions that are made to your site during this process.

We must have the ability to optimize the layout and keyword density of your web pages. If you plan to make any significant design changes to your site within six months of your Online Marketing Services (optimization) order, you must notify Web.com before work commences. If Web.com is not notified, a charge may be applied for any update of custom pages that you make. In the event that we are not provided full FTP or CMS access to the Website server, we will send you the content and any changes and you will be fully responsible for uploading such content and changes to your Website.

8. Feedback. Customer agrees to provide via email to Web.com approval of the keyword phrase list within a reasonable period of time (as determined by Web.com in its sole discretion and indicated to you in such email). If feedback is not received by Web.com within such time period, you agree that Web.com reserves the right to finalize recommended keywords and Web.com will not be held liable for any claims that may arise from the finalization of the keyword phrases or any additional costs required to extend the project timeline. You understand and agree that your failure to respond to the email that contains the recommended keyword phrase list within the time period outlined in the email is considered an approval of the recommended keyword phrase list thereby giving Web.com the authority to submit and optimize your site with such keyword phrase(s) contained on the list.

9. Links. You give Web.com full authority and rights to your website in order to develop appropriate links, including but not limited to, the text, content and placement of links on your site. You give Web.com the right to establish an email account on your behalf for the purpose of communicating with third parties in order to place links to your site on third party sites. You also give Web.com the full authority to contact third parties by any means to place links on third party sites. Customer agrees that links that are established by use of the Services on third party sites may be removed or deleted by third parties. It is Web.com intention when it places links on third party sites for those links to be permanently placed on such third party sites, but Web.com cannot control the actions of third parties that may remove or delete a link that Web.com has placed. Customer expressly agrees that Web.com has no liability and no responsibility for links to a your site that are removed or deleted by third parties on third party sites. Web.com disclaims all liability for any and all claims that may arise against Customer or a third party as a result of a link or the text of a link that is on any site on the internet or that has been placed on a site as a part of the Services. Customers understands and agrees that Web.com will not conduct any type of intellectual property search, including trademarks or copyrights, as a part of the Services and therefore Customer assumes all risks related to intellectual property infringement or violation of any third party's rights.

10. Press Release Services. The Press Release Service means the service offered by Web.com in creating content that is dispersed through third party press release distribution channels. As a part of the press release service for Online Marketing Services you agree to work with Web.com, answer any questionnaires that may be sent to you regarding your site and also permit a full analysis of your site in order for a press release to be written. Upon finalization of the press release, Web.com will submit the press release to certain major internet news sites and will work to distribute the press release through third parties. The press release service is dependent on various third parties and Web.com is not in any way responsible for the failure of these third parties to perform in their responsibilities.

11. Refunds, Limitations and Guarantees.

- A. Due to the nature of online marketing, Web.com cannot offer guarantees with its Online Marketing Services or nsMarketing™ Services and, as such, all payments are nonrefundable.
- B. For certain applicable optimization packages, Web.com will work to have your website listed in top ten listings across multiple search engines. Most engines will index your site

in about three (3) months, but it takes time to gain popularity and ranking. The search engines included are: AOL®, AlltheWeb®, AltaVista, Ask.com (formerly known as AskJeeves.com), Google®, Hotbot®, Lycos®, Bing.com (MSN), Netscape®, and Yahoo!®. Your selection of keyword phrases that are competitive phrases may impact the ability for your Website to acquire top listings in all or some search engines. The web is very unpredictable and dynamic. In no event will Web.com will be liable for any damages, for any cause, arising from provided services, including any lost profit, lost savings, or other incidental or consequential damages, even if another party has advised Web.com of the possibility of such damages, or for any claim.

- C. Any Website downtime of one day or more will impact your services as search engines may remove your listing if they cannot find your site. Cloning your Website after the promotion has been uploaded will adversely impact your Website's ability to acquire top listings in search engines because search engines penalize and ban sites for this practice. Any website that contains adult content is not eligible for Online Marketing Services.
- D. You may need to use multiple domains for commonly misspelled versions of your domain name, or for other good domain names that you do not want your competitors to get. The only way to point multiple domains to the same website in a search engine friendly manner is through a 301 redirect. If you have purchased multiple domains and simply redirect them to the same IP address (website) without using a 301 redirect, this may be considered by some search engines to be spam because you're trying to index multiple website domain names that point to the same physical content on the server. Doing this will risk a duplicate content penalty in some search engines.
- E. From a search engine perspective, 301 redirects are the only acceptable way to redirect URLs. If Web.com finds that you are not using a 301 redirect to accomplish this task, your Website may not be able to acquire top listings in search engines. Search engines will index only your site's main URL, but will transfer link popularity from the additional domains to the main one.
- F. Web.com's Online Marketing Services do not include the paid submission fees that some search engines charge for inclusion. We are not affiliated with these submission services in any way. You may opt to pay these fees directly to the search engine for inclusion.
- G. The press release service is not available for certain types of sites including pharmacy sites, gambling sites and adult sites. Web.com reserves the right to decline any or all services to any site based upon site content.
- H. In order for Web.com to provide the best possible search engine optimization services, we need to work together as a team. You agree that you will let us know if you make any changes to your website pages, especially the homepage. As the entrance to your site, this page is critical. You agree to inform us of any substantial edits or changes to your site within two days. Search engine optimization fees to repair altered pages are billed at \$120 per hour.
- I. For each press release to be generated and distributed you must initiate the Press Release Service by completing a press release questionnaire sent to you via email. If you do not provide a completed questionnaire within one year of purchasing the service, your Press Release Service will expire. If you do not initiate the Press Release Service with a completed questionnaire and cancel the Press Release Service prior to expiration, you may be eligible for a 100% refund of your Press Release Service payment. If you do not initiate the Press Release Service with a completed questionnaire and cancel the service after expiration, you may be eligible for a 50% refund on the individual retail price (at the time of purchase) of your unused press releases. We will refund all charges to the same

form of billing you used for your purchase of the Press Release Service. If you have initiated the Press Release Service by completing the questionnaire at any time, all payments on that press release are non-refundable. An expired Press Release Service may be honored for fulfillment at the discretion of Web.com.

- J. Web.com may at any time terminate the Online Marketing Services, terminate this Agreement or cancel any online marketing. Web.com will notify Customer by email of any such termination or cancellation which shall be effective immediately. Upon cancellation or termination Customer shall remain liable for any amounts due through the date of such cancellation or termination. Should you desire to cancel Online Marketing Services, you must call Web.com at 877.438.8599 at least seven (7) business days prior to the renewal of your existing service. E-mail or any other forms of attempted cancellation are not valid. Cancellation of Online Marketing Services will occur within 48 hours of receipt of request. Cancellations may be subject to a cancellation fee. Cancellation requests made after renewal of the specific Online Marketing Service(s) will be valid only at the end of the then current 30-day billing cycle, at which time such Online Marketing Service(s) will be canceled. Upon cancellation of your Online Marketing Service(s), Web.com will not provide any refunds to you.
- K. For all Online Marketing Services involving pay-per-click advertising or similar Online Marketing Services with fees paid in advance based on projected advertising spend and related service and/or management fees, for all amounts not spent on pay-per-click or other advertising and not otherwise allocated towards related service or management fees, such amounts may not rollover or be returned to you, but instead may be retained by Web.com.

12. Time Constraints. Unless otherwise specified in writing by Web.com, all projects will be considered completed upon delivery of the completion notification email. Any additional work will be considered out of the scope of the initial project and subject to hourly charges.

13. Set-up Fees. There are set-up fees related to the Services that are non-refundable. These and other set-up fees are required as Web.com often must pay for services, software, hardware or labor up front as soon as a Customer purchases the Services.

14. Additional Fees. Customer agrees that any additional assistance with the Services will be billed by Web.com to you at the rate of \$120/hour. Customer also agrees to pay \$120/hour for any changes, modifications, updates, and optimization alterations that exceed the scope of the project.

15. Local Search Visibility. In addition to the other terms of this Agreement, Customers who purchase the Local Search Visibility feature of nsMarketing™ Services understand and agree that as a part of this package Web.com will offer applications and other related functionality that will generate or recommend keyword phrases that you may consider using. Customer agrees not to abuse such applications by submitting multiple repeated requests. Web.com reserves the right to terminate, suspend, revoke or cancel access to these and other applications if you abuse them in any way. Customer also acknowledges and agrees that Web.com or any of its partners do not perform any type of intellectual property search or screen on any recommended keyword phrases. Consequently, Customer accepts that it assumes all risk and liability for using recommended keyword phrases that are generated through provided applications or are otherwise recommended by Web.com. Web.com is not responsible for any claims by any parties involving your use of recommended keywords that may be in violation of any third party's rights (including intellectual property rights). Customer expressly authorizes Web.com to submit your site and information related to such site to search engines and/or directories and to set your site for automatic re-submission to search engines and/or directories at a frequency determined by Customer updates to their information. If the submission fails due to errors in your information, you assume the responsibility for correcting their information. You expressly understands that the list of search engines and directories to which Web.com submits your Website and information related to such site may change at any time and therefore Customer expressly authorizes Web.com to change search engines and/or directories for submission purposes when the need may arise. From time to time, Web.com may make certain search engine or online directory ranking reports available to a Customer as part of this service. Such reports may contain inaccurate or incomplete information and such reports may also not contain updated information. Web.com is not responsible for any errors, omissions or other issues that may arise from such reports or the submission of your site to any search engine or directory. If Customer does not want Web.com to submit your site for any reason, you must notify Web.com by telephone and email. For any Local Search Visibility package(s), Customers on monthly payment terms will be billed the monthly fee each month in advance. This method of billing will apply to all Customers whether or not a Customer's Website is live.

16. In addition to your other obligations contained in the Agreement, you expressly acknowledge and agree that you will not utilize the Online Marketing Services in any manner that would violate the Web.com Acceptable Use Policy.

17. For Online Marketing Services involving online advertisements, positioning of Online Marketing Services or related advertisements is at the sole discretion of Web.com and/or Web.com's service partners (the "Service Partners"). Moreover, the online advertisements are subject to the approval of Web.com and its Service Partners. Web.com and its Service Partners reserve the right to reject, cancel, modify or remove, without notice to you, any advertisement, or related keyword, webpage, link, space reservation, position commitment or any element thereof, at any time, for any reason whatsoever in its sole discretion (including belief by Web.com or its Service Partners that such advertisement, keyword, etc., may subject Web.com or its Service Partners to any criminal or civil liability). You hereby grants to Web.com and its Service Partners a non-exclusive, worldwide, fully paid license to use, reproduce and display any advertisement (and the contents, trademarks and brand features contained therein) in accordance herewith. As between you and Web.com, all materials, information, and other content provided by you to Web.com for fulfillment of Online Marketing Services shall remain your sole and exclusive property. However, all rights pertaining to any advertisement created by Web.com, whether now or hereafter existing, are reserved by Web.com.

18. For Online Marketing Services involving online advertisements, in the event that Web.com or the Service Partners (i) fail to publish an advertisement in accordance any specified schedule, (ii) fail to deliver any guaranteed advertising within the specified time frame, (iii) fail to deliver a guaranteed number of total page views by the end of a specified period, or (iv) of any other failure, technical or otherwise, of any advertisement to appear as expressly provided by Web.com, the sole liability of Web.com and the Service Partners to you shall be limited to, at the sole discretion of Web.com and/or the Service Partners, (i) a pro rata refund of the advertising fee representing undelivered page views, (ii) rollover of the guaranteed advertising into a subsequent time frame, (iii) placement of the advertisement at a later time in a comparable position, or (iv) extension of the term of the Agreement until total page views are delivered.

19. For Online Marketing Services involving online advertisements, such advertisements or other promotional materials or content are accepted by Web.com and its Service Partners upon the representation that you have the right to publish the contents of the advertisement or promotional materials or content without infringing the rights of any third party and without violating any law. As such, you agree, at your own expense, to indemnify, defend and hold harmless Web.com and its Service Partners, and its employees, representatives, agents and affiliates, against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred by Web.com and its Service Partners in connection with any claims, administrative proceedings or criminal investigations of any kind arising out of publication of the advertisement and/or any material, product or service of you to which users can link through the advertisement or promotional materials/content (including without limitation, any claim of trademark or copyright infringement, defamation, breach of confidentiality, privacy violation, false or deceptive advertising or sales practices).

20. Email Marketing Services.

- A. The "Email Marketing Service" is a service that allows you to directly market to customers, potential customers or leads by sending an email communication to such customers, potential customer or leads. As a part of the Email Marketing Service, there will be "add-ons" and other features and offerings, that are related to the core service of sending email communications including, but not limited to, Event Marketing, Online Surveys, MyLibrary Plus and Email Archive. In addition to the terms of this Agreement, you agree to be bound by and comply with the following Constant Contact terms of service, including amendments and modifications thereto, and agree that Web.com is an intended third party beneficiary of the Constant Contact terms of service with rights to enforce the Constant Contact terms of service located at: <http://www.constantcontact.com/uidocs/CCSiteOwnerAgreement.jsp>. The Constant Contact terms of service will apply to your use of the Email Marketing Service and any related features, services, offerings or add-ons. You agree to the extent that any provisions in the Constant Contact terms of service conflict with this Agreement, the terms of this Agreement shall control.
- B. For any e-mail marketing, you acknowledge and agree that you will only use the Online Marketing Services to send emails to customers and prospects that have directly consented to receive email from them (the "opt-in method"). You are prohibited from transmitting unsolicited commercial email ("Spam") via the Online Marketing Services. You agree not to use the Online Marketing Services to send Spam or any other type of unsolicited email or that would otherwise violate the Web.com Acceptable Use Policy. For any list of email addresses provided by you, you agree to provide Web.com with the source of the email addresses, the method used to capture the data, and verification of the consent to receive emails from any such customer or prospect. You further certifies that you will not use rented or purchased lists, email append lists, or any other list that contains email addresses captured in any other method than the opt-in method. You will be solely and completely responsible for any of these aforementioned acts committed by you in relation to your use of the Online Marketing Services.

22. All phone numbers associated with any Web.com Toll-Free Number tracking services are acquired by Web.com or its Service Partners on behalf of you and as such, are registered to and are controlled exclusively by Web.com. You acknowledge that you have no claim of ownership or claim of use as it relates to each phone number.

23. Web.com and the Service Partners make no guarantees with respect to usage statistics or levels of impressions for any Online Marketing Services provided. You acknowledge that delivery statistics provided by Web.com's Service Partners will be the official, definitive measurements of such Service Partners' performance on any expressly stated delivery obligations.

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