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Online Marketing Terms of Service

These terms of service (“**Terms**”) are entered into by you (“**Client**”) and InSync Media LLC, a Colorado limited liability company (“**InSync**”) and are effective as of the date an order is placed for online marketing services with InSync or these Terms are otherwise agreed to by Client.

InSync and Client may be collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

InSync is in the business of providing online marketing services, including but not limited to search engine optimization (SEO), search engine marketing (paid ads through search engines), programmatic ads, website development, hosting, and analytics, social media marketing, graphic design, marketing and branding consultation, graphic design, branding, content writing, and other online marketing services appurtenant thereto (“**Services**”).

Client wishes to retain InSync to perform the Services requested on any Work Order (defined below) accepted by Client and InSync, each of which is deemed attached hereto and incorporated by this reference.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. InSync Services and Responsibilities.

1.1. InSync Services.

1.1.1. Services. InSync shall provide to Client the Services set forth in one or more work orders to be offered by InSync and accepted by Client in such form as the Parties may agree (each, a “**Work Order**”). Each accepted Work Order shall be deemed incorporated herein by this reference. InSync shall provide the Services in accordance with the terms and subject to the conditions set forth in the relevant Work Order and these Terms, however, in the event of any conflict between these Terms and a Work Order, these Terms shall control.

1.1.2. Work Orders. Each Work Order shall set forth:

1.1.2.1. A description of the Services to be performed and the Deliverables (defined below) to be delivered;

1.1.2.2. The fees for the Services and provision of the Deliverables, where provided on a flat fee or project basis, and hourly rates and estimated materials costs where provided on a time and materials basis, or any combination of the foregoing (the “**Fees**”). Except as expressly provided in a Work Order, the Fees are provided as an estimate only, and are subject to adjustment as provided in these Terms or any applicable Work Order. Client understands and agrees that the Fees may increase if Client fails to comply with its obligations set forth under Section 2; and



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1.1.2.3. Any other information reasonably necessary or advisable as determined by the Parties.

1.2. InSync Account Manager and personnel.

1.2.1. InSync shall:

- 1.2.1.1. appoint an employee to serve as the primary contact with respect to these Terms who will have the authority to act on behalf of the InSync in connection with matters pertaining to these Terms (the “**InSync Account Manager**”); and
- 1.2.1.2. hire, supervise, direct, and discharge all employees and Third-Party Service Providers (as defined below) (collectively, the “**InSync personnel**”) necessary to perform the Services, each of whom shall be suitably skilled, experienced and qualified;
- 1.2.1.3. comply with all applicable laws in its performance of the Services, except that Client shall be solely responsible for the content of any Client Materials, Client Intellectual Property, or any instruction, information, designs, specifications, or other materials provided by Client to InSync. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under these Terms.
- 1.2.1.4. InSync shall be responsible for the payment of all compensation owed to the InSync personnel, including, if applicable, the payment and withholding of social security and other payroll taxes, withholding of income taxes, unemployment insurance, workers’ compensation insurance payments, and disability benefits.

1.2.2. Third-Party Services.

- 1.2.2.1. InSync may employ independent consultants, contractors, or subcontractors (each such third-party, a “**Third-Party Service Provider**”), to provide any Services or deliverables to Client in connection with the Services. InSync shall remain fully responsible for the performance of each such Third-Party Service Provider and its employees and for their compliance with all the terms and conditions of these Terms as if they were InSync’s own employees. Nothing contained in these Terms shall create any contractual relationship between Client and any InSync subcontractor or supplier.
- 1.2.2.2. At Client’s direction or as necessary to perform the Services and create the Deliverables, in InSync’s discretion, InSync may incorporate Third-Party Materials (as defined below) in the Deliverables. Notwithstanding Section 1.2.2.1., InSync disclaims and Client waives, any liability for Third-Party Materials. Client agrees that, to the extent the Third-Party Materials are incorporated in the Deliverables, Client shall be subject to the Third-Party Software licenses as set forth in Section 4.2.4., and shall look only to purveyors of such Third-Party Software for satisfaction of any claims in accordance with the Third-Party Software licenses and applicable law.
- 1.2.3. All persons employed by InSync in connection with the Services shall either be employees of InSync or consultants or independent contractors retained by InSync. InSync shall be solely responsible for complying with all laws affecting such persons.



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- 1.2.4. InSync shall require each Third-Party Service Provider to be bound in writing by the confidentiality and intellectual property assignment or license provisions of these Terms.
- 1.3. No Exclusivity. InSync retains the right to perform the same or similar type of services for third parties in Client's industry during the Term of these Terms.
- 1.4. Status Reports. Unless otherwise set forth in an applicable Work Order, for each Service, InSync shall provide regular written status reports, including confirmation of completion of each Service to be rendered under an applicable Work Order.
- 1.5. Restrictions on Expenditures. Unless otherwise set forth in an applicable Work Order and subject to Section 5, InSync shall not incur costs or make expenditures in excess of \$1,000.00 in connection with the Services without Client's prior written approval.

2. Client Obligations and Responsibilities.

2.1. Client shall:

- 2.1.1. Appoint and, in its reasonable discretion, replace the Client representative to serve as the primary contact with respect to these Terms, which representative will have the authority to act on behalf of Client with respect to matters pertaining to these Terms (the "**Client Account Manager**").
- 2.1.2. Provide copies of or access to Client's information, documents, samples, products, or other material (collectively, "**Client Materials**") as InSync may request in order to carry out the Services in a timely manner and ensure that they are complete and accurate in all material respects.
- 2.1.3. Respond promptly to any InSync request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for InSync to perform the Services in accordance with the requirements of these Terms.
- 2.1.4. Where review comments or other feedback are required by an applicable Work Order for InSync to provide the Services and Deliverables:
 - 2.1.4.1. Client shall provide InSync with all review comments that may necessitate revisions to Deliverables in accordance with the schedule set forth in an applicable Work Order, including, without limitation, Client review comments, third-party stakeholder comments, and comments from authorities having jurisdiction, if any. Client shall provide such comments in accordance with the schedule of set forth in an applicable Work Order, it being acknowledged by the Parties that time is of the essence with respect to review comments. Client shall ensure that all such comments are made through the designated channels as directed by InSync.
 - 2.1.4.2. Client agrees that, in the event Client does not return review comments on time, InSync's obligations to provide Services or Deliverables will be delayed an amount of time equal to Client's delay. Notwithstanding the foregoing, InSync may issue invoices for work performed even if a InSync payment milestone has not yet been achieved if Client's delay persists for 15 days or more.
 - 2.1.4.3. Review comments may necessitate a Change Order if such comments require additional time and



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fees, especially if not timely submitted in accordance with the schedule set forth in an applicable Work Order. Client understands and agrees that InSync may adjust its rates and fees accordingly, and Client agrees to pay such adjusted rates and fees.

3. Change Orders.

- 3.1. If either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other Party in writing. InSync shall, within a reasonable time after receiving a Client-initiated request, or at the same time that InSync initiates such a request, provide a written estimate to Client of:
 - 3.1.1. the likely time required to implement the change;
 - 3.1.2. any necessary variations to the fees and other charges for the Services arising from the change;
 - 3.1.3. the likely effect of the change on the Services;
 - 3.1.4. any other impact the change might have on the performance of these Terms; and
 - 3.1.5. any other information reasonably requested by the Client.
- 3.2. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 13.3.
- 3.3. Notwithstanding anything to the contrary herein, InSync may, from time to time change the Services: (i) upon written notice to Client in order to comply with any applicable safety, regulatory, or statutory requirements, or (ii) upon Client's prior written consent, which shall not be unreasonably withheld or delayed.
- 3.4. If Client requests a change and then, after receiving InSync's written estimate, decides not to follow through with the change, InSync may charge for the time it spends assessing and documenting a change request from Client on a time and materials basis in accordance with Section 5.
- 3.5. If a change is necessitated by a change in any applicable safety, regulatory, or statutory requirements, Client shall be responsible for any increased fees and other charges arising out of changes in such safety, regulatory, or statutory requirements.
- 3.6. Client understands and agrees that, in the event that a Change Order is requested or required as provided in this Section 3, InSync shall have no obligation to perform any Services for Client, regardless of whether such Services constitute changes, until the Parties execute a Change Order.



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4. Intellectual Property Rights; Ownership.

4.1. License to Certain Client Intellectual Property.

- 4.1.1. Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to all Client Materials, including any and all trade secrets, trademarks, domain names, original works of authorship and related copyrights, and any other intangible property in which any person holds proprietary rights, title, interests, or protections, however arising, pursuant to the laws of any jurisdiction throughout the world (collectively "**Intellectual Property**") therein. This shall include all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.
- 4.1.2. Subject to and in accordance with the terms and conditions of these Terms, Client grants InSync and Third-Party Service Providers a limited, non-exclusive, royalty-free, worldwide license during the Term to use Client's Intellectual Property solely to the extent necessary to provide the Services to Client.
- 4.1.3. Client grants no other right or license to any Client Intellectual Property to InSync by implication, estoppel, or otherwise. InSync acknowledges that Client owns all right, title, and interest in, to and under the Client's Intellectual Property and that InSync shall not acquire any proprietary rights therein. Any use by InSync or any affiliate, employee, officer, director, partner, shareholder, agent, attorney, third-party advisor, successor or permitted assign (collectively "**Representatives**") of InSync of any of Client's Intellectual Property and all goodwill and other rights associated therewith shall inure to the benefit of Client.

4.2. Ownership of and License to Deliverables.

- 4.2.1. Except as set forth in Section 3.2.3, Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all documents, work product, and other materials that are delivered to Client hereunder by or on behalf of InSync in connection with the Campaign or developed or created in the course of performing the Services, including all Intellectual Property therein (collectively, the "**Deliverables**"). InSync acknowledges and will cause InSync personnel to agree that with respect to any copyrights in any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, Client shall own the copyrights in such Deliverables as a "work made for hire" for Client. With respect to any of the Deliverables that do not constitute a "work made for hire," InSync hereby irrevocably assigns, and shall cause the InSync personnel to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables. The InSync shall cause the InSync personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such InSync personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.
- 4.2.2. Upon the reasonable request of Client, InSync shall, and shall cause the InSync personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.



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4.2.3. In the course of providing the Services, InSync may use certain pre-existing materials consisting of documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, in each case developed or acquired by InSync prior to the commencement or independently of these Terms (collectively, the “**Pre-Existing Materials**”). InSync and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property therein. InSync hereby grants Client a perpetual, limited, royalty-free, non-transferable (except in accordance with Section 11.9), non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by InSync.

4.2.4. In the course of providing the Services, InSync may be use certain third-party materials consisting of documents, data, content, or specifications of third parties, and components or software including open source software hereto that are not proprietary to InSync (collectively, the “**Third-Party Materials**”). Client shall have a limited, royalty-free, non-transferable (except in accordance with Section 11.9), non-sublicensable, worldwide license to use the Third-Party Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants to Client or any third-party, any Intellectual Property rights in the Third-Party Materials, by implication, waiver, estoppel, or otherwise.

5. Fees and Expenses; Payment Obligations.

5.1. Fees and Expenses.

5.1.1. In consideration of the provision of the Services and the rights granted to Client under these Terms, Client shall pay to InSync the estimated Fees set forth on any applicable Work Order in accordance with the payment schedule set forth therein, or if none, in accordance with Section 5.2. If such Fees are not timely paid, InSync’s obligation to perform Services for Client and all associated dates for completion shall be delayed for a like period of time until such Fees are paid unless these Terms is first terminated in accordance with Section 11.

5.1.2. Where a one-time, monthly, or quarterly fee for the Services is set forth on an applicable Work Order (“**Fixed Fee Services**”), any such amount shall be inclusive of any costs of materials or other expenses of InSync in providing such Services.

5.1.3. Where Services are provided on a time and materials basis, either as part of an applicable Work Order or as otherwise requested by Client (“**Variable Fee Services**”), such Services shall be calculated at an InSync’s



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then-applicable hourly fee rate and InSync's actual cost for any materials, machinery, equipment, and third-party services reasonably necessary for the provision of each Variable Fee Service.

5.1.4. Client agrees to pay or reimburse InSync for all reasonable travel and out-of-pocket expenses incurred by InSync in connection with the performance of the Services that have been approved in advance by Client.

5.1.5. InSync shall issue invoices monthly, unless otherwise indicated on an applicable Work Order, to Client for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with Section 5.1.2.

5.1.6. Payment to InSync of the fees set forth in this Section and the payment or reimbursement of expenses pursuant to Section 5.1.2. shall constitute payment in full for the performance of the Services, and Client shall not be responsible for paying any other fees, costs, or expenses.

5.2. Payment. Except as otherwise set forth in an applicable Work Order, Client shall pay all invoiced amounts due to InSync within 15 days after Client's receipt of such invoice. If Client has not paid or contested an invoice within such time period, InSync is authorized to withdraw such amounts from Client's payment method on file with InSync.

5.3. Taxes. All fees payable by Client under these Terms are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on such amounts. InSync shall be responsible for any taxes imposed on, or with respect to, InSync's income, revenues, gross receipts, personnel, or real or personal property, or other assets. Client shall be solely responsible for the payment of any sales and use taxes assessed against the sale of Client's goods and services.

5.4. Invoice Disputes. Client shall notify InSync in writing of any dispute with an invoice (along with a reasonably detailed description of the dispute and any substantiating documentation Client has access to) within 15 days from Client's receipt of such invoice. Client will be deemed to have accepted all invoices for which InSync does not receive timely notification of dispute and shall pay all undisputed amounts due under such invoices within the period set forth in these Terms or under any applicable Work Order. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

5.5. Late Payments. Except for invoiced payments that Client is disputing under Section 5.4, Client shall pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of 2% per month or the highest rate permissible under applicable Law. Client shall also reimburse InSync for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

5.6. No Set Off or Refunds. Client shall have no right of set-off or counterclaim in respect of any claim, debt or obligation against any payment to due to InSync under these Terms or any applicable Work Order. Payments referred to herein shall not be refundable under any circumstances, including but not limited to the termination of these Terms for any reason.



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6. **Addendums and General Terms.**

6.1. **Addendums.** Depending on the nature of the Services ordered by Client, additional terms and conditions attached in Addendums hereto may apply to these Terms. Client understands and agrees that, in the event of any dispute over whether a particular addendum should apply to these Terms, InSync's determination of what addendums apply shall control. The following Addendums are attached hereto and are explicitly incorporated herein by this reference:

- **Addendum A** – Website Hosting.
- **Addendum B** – Internet Marketing.
- **Addendum C** – Regulated Industries.

In the event of a conflict between any Addendum and these Terms, the Addendum shall control to the extent the conflict relates to the topic of the Addendum, and these Terms shall otherwise control.

6.2. **General Terms.** In addition to the foregoing Addendums which may be applicable, each Work Order shall be subject to the following terms:

6.2.1. **Definitions:** the following terms shall have the following meanings:

6.2.1.1. **"Authorized User"** means a user whom Client has authorized to access and manage Client's online marketing.

6.2.1.2. **"Client Content"** means the text files, images, photos, videos, sounds, or other materials or works of authorship belonging to Client or Client's end users that Client causes to be stored within the Services, excluding Client Data.

6.2.1.3. **"Client Data"** means the information about Client or Client's Authorized Users which is required by InSync in order to provide the Services to Client.

6.2.1.4. **"Competitor"** means an individual or a company which is in the same exact niche as the Client and that is targeting same/identical Keywords in same/nearby geographic location(s).

6.2.1.5. **"Conversions"** are orders, leads, downloads, pageviews, sign ups, traffic, or other goals identified in this Addendum.

6.2.1.6. **"Conversion Rate"** means the percentage of visits which result in goal Conversions.

6.2.1.7. **"Keyword"** or keyword phrase is a search term(s) which is used to retrieve information through Search Engines.

6.2.1.8. **"Keyword Research"** means a practice used by Search Engine optimization professionals to find and research actual search terms people enter into the Search Engines when conducting a search.



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6.2.1.9. **“Keyword Stuffing”** means the practice of overloading a web page with meta tag or content keywords to artificially inflate SEI rankings. Keyword stuffing is considered unethical.

6.2.1.10. **“Link Building”** means the Search Engine Optimization technique which is used to get backlinks (or votes) for a website.

6.2.1.11. **“Link Popularity”** means the measure of the quantity and quality of inbound links (backlinks) to your website.

6.2.1.12. **“SEO”** Search engine optimization (SEO) is the process of improving the volume or quality of traffic to a website from Search Engines via “natural” or unpaid (“organic” or “algorithmic”) search results as opposed to Search Engine marketing (SEM) which deals with paid inclusion.

6.2.1.13. **“Search Engine”** means a computer program used to retrieve documents from a computer network. Three popular Search Engines are Google, Yahoo and Bing.

6.2.1.14. **“URL”** means the address of the web page on the Internet.

6.2.1.15. **“URL Canonicalization”** means the process of picking the best URL when there are several choices, and it usually refers to home pages.

6.2.1.16. **“Website Usability”** means how easy it is for visitors to use your website.

6.2.1.17. **“Website Accessibility”** means how accessible your web pages are to your visitors and Search Engines.

6.2.1.18. **“User Engagement”** means the degree to which a visitor has been positively influenced by the website and is engaged to it.

6.3. Tracking. InSync, in InSync’s reasonable discretion, will use and implement tracking mechanisms that reasonably permit Client to accurately track users linking from their marketing campaigns to the Client’s site.

6.4. Website Changes. Client shall inform InSync prior to making any material changes of domain names, websites, technical setup and any other material information regarding the technical infrastructure which may affect the Services delivered by InSync. Failure to consult with InSync prior to making website changes may result in (i) diminished efficacy of the Services or Deliverables, (ii) delays in completion of Services or delivery of Deliverables, and (iii) other adverse effects. CLIENT HEREBY EXCUSES ANY NONPERFORMANCE OR BREACH BY INSYNC OF THE TERMS IN THIS WORK ORDER OR THE TERMS TO THE EXTENT SUCH NONPERFORMANCE OR BREACH IS DUE TO CHANGES MADE TO CLIENT’S WEBSITE WITHOUT INSYNC’S PRIOR APPROVAL.

6.5. Additional Services. InSync shall use its reasonable efforts to provide additional Services as such are related to this Work Order at InSync’s then current hourly rates. Notwithstanding the foregoing, InSync may, in InSync’s sole discretion, require the execution of a subsequent Work Order or refuse to provide such Services due to



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constraints on resources or for any other reason InSync deems sufficient in InSync's sole discretion.

6.6. Approvals. Unless otherwise set forth in herein, all Services delivered hereunder and the associated Deliverables shall be deemed approved upon payment of an invoice tendered under the applicable Work Order.

7. Representations, Warranties, and Certain Covenants.

7.1. InSync represents, warrants, and covenants to Client that:

7.1.1. it shall materially comply with, and ensure that all InSync personnel and Third-Party Service Providers comply with, all reasonable specifications, rules, regulations, and policies of Client that are communicated to InSync in writing.

7.1.2. Client will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

7.1.3. to the knowledge of InSync, none of the Services, Deliverables, or client's use thereof infringe or will infringe any Intellectual Property of any third-party arising under the laws of the United States, and, as of the date hereof, there are no pending or, to InSync's knowledge, threatened claims, litigation, or other proceedings pending against InSync by any third-party based on an alleged violation of such Intellectual Property, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (i) any Client Materials or any instruction, information, designs, specifications, or other materials provided by Client to InSync, (ii) use of the Deliverables in combination with any materials or equipment not supplied or specified by InSync, if the infringement would have been avoided by the use of the Deliverables not so combined, and (iii) any modifications or changes made to the Deliverables by or on behalf of any person other than InSync. InSync's sole liability and Client's sole and exclusive remedy for InSync's breach of this Section 7.1.3 are InSync's obligations and Client's rights under Section 8.2;

7.1.4. NO OTHER REPRESENTATIONS OR WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 5, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, (B) **INSYNC EXPLICITLY DISCLAIMS ANY WARRANTY THAT SEO PROVIDED TO CLIENT UNDER THIS AGREEMENT WILL PROVIDE PREFERABLE PLACEMENT DUE TO THE RISKS OF ALGORITHMIC CHANGES THAT MAY BE IMPLEMENTED BY SEARCH ENGINES**, AND (C) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.



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8. Indemnification.

- 8.1. Client Indemnification Obligations. Client shall defend, indemnify, and hold harmless InSync, and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, "**InSync Indemnified Parties**"), from and against any and all Losses arising out of or resulting from any third-party Claim or direct Claim alleging:
 - 8.1.1. breach by Client or its personnel of any representation, warranty, covenant, or other obligations set forth in these Terms;
 - 8.1.2. negligence or more culpable act or omission of Client or its personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under these Terms; and
 - 8.1.3. that any Client Materials or Client Intellectual Property or InSync's receipt or use thereof in accordance with the terms of these Terms infringes any Intellectual Property of a third-party.
- 8.2. InSync Indemnification Obligations. InSync shall defend, indemnify, and hold harmless Client, and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Client Indemnified Party**"), from and against any and all Losses, arising out or resulting from any third-party Claim alleging:
 - 8.2.1. material breach by InSync or its personnel of any obligations set forth in these Terms; and
 - 8.2.2. gross negligence or more culpable act or omission of InSync Indemnifying Party or its personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under these Terms.
- 8.3. Exceptions and Limitations on Indemnification.
 - 8.3.1. Notwithstanding anything to the contrary in these Terms, neither Party is obligated to indemnify or defend the other Party or any of its Representatives against any Losses arising out of or resulting, in whole or in part, from the other Party's:
 - 8.3.1.1. willful, reckless, or negligent acts or omissions; or
 - 8.3.1.2. bad faith failure to comply with any of its material obligations set forth in these Terms.
 - 8.3.2. Notwithstanding anything to the contrary in these Terms, InSync shall have no obligations to indemnify or defend Client or any of its Representatives against any Losses arising out of or resulting, in whole or in part, from infringement claims relating to:
 - 8.3.2.1. any Deliverables or any instruction, information, designs, specifications, or other materials provided by Client in writing to InSync;



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8.3.2.2. InSync's use of any Client Materials or Client Intellectual Property in combination with any materials or equipment not supplied to InSync or specified by Client in writing, if the infringement would have been avoided by the use of the Client Materials or Client Intellectual Property not so combined; or

8.3.2.3. any modifications or changes made to the Client Materials or Client Intellectual Property by or on behalf of any person other than Client or Client personnel.

8.4. Indemnification Procedures. A party seeking indemnification under this Section 7 (the "**Indemnified Party**") shall give the Party from whom indemnification is sought (the "**Indemnifying Party**"): (a) prompt notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure; and (b) reasonable cooperation in the defense of such claim. The Indemnifying Party shall have the right to control the defense and settlement of any such claim; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle or dispose of any claims in a manner that affects the Indemnified Party's rights or interest. The Indemnified Party shall have the right to participate in the defense at its own expense.

8.5. CLIENT'S EXCLUSIVE REMEDY. EXCEPT FOR THE EQUITABLE REMEDIES AVAILABLE TO THE PARTIES SET FORTH IN SECTION 11.8, THIS SECTION 8 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF INSYNC AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT FOR ANY DAMAGES COVERED BY THIS SECTION 8.

9. Limitation of Liability.

9.1. NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. IN NO EVENT WILL INSYNC BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, BUSINESS INTERRUPTION, AND LOSS OF INFORMATION), WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. MAXIMUM LIABILITY. INSYNC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO INSYNC PURSUANT TO THIS AGREEMENT IN THE 3 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.3. Specific Limitations: InSync shall have no liability to Client or any third-party for:

9.3.1. fraudulent clicks by a third-party on any of the Client's accounts managed by InSync;

9.3.2. downtimes, interference in the form of hacking or viruses causing disruptions or interruptions, faulty Third-Party Materials, failure of Search Engines or websites on which a service is dependent to perform as



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expected, or failure of a third-party to deliver goods or services necessary for the completion of the Services or delivery of Deliverables;

9.3.3. any changes made without notice to InSync by the Client or a third-party employed by the Client to domain names, websites, links, technical setup, or any other material information regarding the technical infrastructure affecting the Services or Deliverables to be delivered by InSync;

9.3.4. Services relating to Search Engine optimization, link building, advertisements, banners or sponsorships leading to a minimum number of views, position or frequency in searches on relevant words or otherwise. In addition, InSync shall not be liable for ensuring that such Services lead to a certain volume of traffic, number of clicks, registrations, purchases or the like;

9.3.5. URLs dropped or excluded by a Search Engine for any reason; and

9.3.6. failure of the Client to implement any portion of InSync's recommendations, such failure, whether in whole or in part, serving as a complete bar on recovery from InSync due to any lack of success experienced by the Client relating to the Services.

10. Insurance.

10.1. During the Term, InSync shall, at its own expense, maintain and carry in full force and effect at commercial general liability with limits no less than \$1,000,000 for each occurrence and \$2,000,00 in the aggregate.

11. Confidentiality.

11.1. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs and services, confidential information and materials comprising or relating to Intellectual Property, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of these Terms, whether orally or in written, electronic or other form or media, if marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**").

11.2. Confidential Information does not include information that at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 10 by the Receiving Party or any of its Representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to applicable Law. The Receiving Party shall, for three years from receipt of such Confidential Information: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially



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reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under these Terms; and (z) not disclose any such Confidential Information to any person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms. The Receiving Party shall be responsible for any breach of this Section 10 caused by any of its Representatives. In the event the Parties have signed a separate non-disclosure agreement, confidentiality agreement, or other agreement regarding the treatment of Confidential Information, the more restrictive provisions of either agreement shall control.

12. Term; Termination.

12.1. **Term.** The term of these Terms commences on the Effective Date and continues until completion of the Services, unless it is earlier terminated in accordance with the terms of these Terms (the "Term").

12.2. Termination for Cause.

12.2.1. Either Party may terminate these Terms, effective upon written Notice, to the other Party (the "Defaulting Party") if the Defaulting Party:

- 12.2.1.1. materially breaches these Terms, and such breach is incapable of cure, or with respect to a material breach capable of cure (other than a failure by Client to make timely payments (a "Payment Failure"), which is separately addressed in Section 12.2.2., the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach;
- 12.2.1.2. becomes insolvent or is generally unable to pay its debts as they become due;
- 12.2.1.3. files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law;
- 12.2.1.4. makes or seeks to make a general assignment for the benefit of its creditors;
- 12.2.1.5. applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
- 12.2.1.6. is dissolved or liquidated; or
- 12.2.1.7. is unable to perform its obligations under these Terms (other than a Payment Failure) due to the occurrence of a Force Majeure Event that lasts for more than 30 days.

12.2.2. InSync may terminate these Terms, effective upon written Notice to Client if:



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- 12.2.2.1. a Payment Failure by Client continues for 5 days after any payment becomes due; or
- 12.2.2.2. within any 12 month period, two or more Payment Failures occur.

12.3. Termination without Cause. Except as otherwise provided in an applicable Work Order, either Party may terminate these Terms or any Work Order on 60 days' prior written Notice to the other Party. Client will reimburse InSync for all approved, non-cancellable expenses accrued by InSync to perform the Services.

12.4. Effect of Expiration or Termination.

12.4.1. Expiration or termination of these Terms will not affect any rights or obligations that:

- 12.4.1.1. are intended to survive the expiration or earlier termination of these Terms; and
- 12.4.1.2. were incurred by the Parties prior to such expiration or earlier termination.

12.4.2. Upon the expiration or termination of these Terms for any reason, each Party shall promptly:

- 12.4.2.1. destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information;
- 12.4.2.2. permanently erase all of the other Party's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery or information technology backup systems, which it shall destroy upon the normal expiration of its backup files;

12.4.3. Upon expiration or termination of these Terms for any reason, InSync shall:

- 12.4.3.1. promptly deliver to Client all Deliverables (whether complete or incomplete) for which Client has paid and all Client Materials;
- 12.4.3.2. provide reasonable cooperation and assistance to Client upon Client's written request and at Client's expense at a rate not to exceed \$200.00 per hour in transitioning the Services to an alternate service provider; and
- 12.4.3.3. on a pro rata basis, repay any fees and expenses paid in advance for any Services or Deliverables that have not been provided.

12.4.4. In no event shall Client be liable for any InSync personnel termination costs arising from the expiration or termination of these Terms.

12.4.5. Subject to Section 12.4.1., the Party terminating these Terms, or in the case of the expiration of these



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Terms, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of these Terms. Termination of these Terms will not constitute a waiver of any of the terminating Party's rights or remedies under these Terms, at law, in equity or otherwise.

- 12.5. **Reinstatement.** Notwithstanding the termination of these Terms for any reason, the Term may be resumed, and the Terms shall return to force if the Parties execute new Work Order.

13. Miscellaneous.

- 13.1. **Entire Terms.** This Terms, including the related schedules attached hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 13.2. **Survival.** Subject to the limitations and other provisions of these Terms, (a) Section 6 (Representations, Warranties, and Certain Covenants) shall survive the expiration or earlier termination of these Terms for a period of 12 months after such expiration or termination; and (b) Section 5 (Fees and Expenses; Payment Obligations), Section 8 (Indemnification), Section 9 (Limitation of Liability), Section 11 (Confidentiality), Section 12 (Term; Termination), and Section 13 (Miscellaneous), of these Terms, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of these Terms for the period specified therein, or if nothing is specified for a period of 12 months after such expiration or termination. No lawsuit or other action based upon or arising in any way out of these Terms may be brought by either Party after the expiration of the applicable survival period; provided, however, that any claims asserted in good faith with reasonable specificity and in writing by Notice pursuant to Section 12.3 prior to the expiration of the applicable survival period are not thereafter barred by the expiration of the relevant period, and such claims survive until finally resolved.
- 13.3. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set for the below or otherwise designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

If to InSync:

Laura Williams, CEO
118A N Cascade Ave.
Montrose, CO 81401
laura@insync.media
(970) 901-5216



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with a copy to:

Principle Law

Nathan T. Lawrence, Esq.
1512 Larimer Street
Denver, CO 80202
nathan@principle.law
(720)366-3989

If to Client:

to the Client's contact information provided by Client to InSync, as may be updated from time to time.

- 13.4. **Severability.** If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify these Terms to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 13.5. **Amendment and Modification.** No amendment to or modification of or rescission, termination, or discharge of these Terms is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of these Terms and signed by an authorized representative of each Party.
- 13.6. **Waiver.** No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 13.7. **InSync Cumulative Remedies.** InSync's rights and remedies provided in these Terms are cumulative and not exclusive, and the exercise by InSync of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.
- 13.8. **Equitable Remedies.** Each Party acknowledges and agrees that (a) a breach or threatened breach by such Party of any of its obligations under Section 10 would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Client of any such obligations, InSync shall, in addition to any and all other rights and remedies that may be available to InSync at law, at equity or otherwise in respect of such breach, be entitled to equitable relief,



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including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each Party agrees that such Party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 13.8.

13.9. Assignment. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under these Terms, without the prior written consent of the other party; provided, however, that either Party may assign these Terms to an Affiliate, a successor-in-interest by consolidation, merger, or operation of law or to a purchaser of all or substantially all of the Party's assets. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Terms shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

13.10. No Third-Party Beneficiaries.

13.10.1. Subject to Section 13.10.2., these Terms benefits solely the Parties to these Terms and their respective permitted successors and assigns and nothing in these Terms, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

13.10.2. The parties hereby designate the Client Indemnified Parties and InSync Indemnified Parties as third-party beneficiaries of Section 8 of these Terms having the right to enforce Section 8.

13.10.3. Choice of Law. This Terms and all related documents including all exhibits and addendums attached hereto, and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Colorado, United States of America without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.

13.10.4. Choice of Forum. Neither Party shall commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to these Terms, including all exhibits, schedules, attachments, addendums, and appendices attached to these Terms and thereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Colorado sitting in Montrose County, and any appellate court thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of Colorado sitting in Montrose. A final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.



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13.10.5. Relationship of Parties. Nothing in these Terms creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. InSync is an independent contractor pursuant to these Terms. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third-party.



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ADDENDUM A WEBSITE HOSTING

This Website Hosting Addendum (this “**Addendum**”) is made part of InSync’s terms of service (“**Terms**”) and is effective upon Client’s commission of website hosting services by InSync, as determined by InSync in InSync’s reasonable discretion.

1. **Additional Terms.** Notwithstanding anything to the contrary in the Terms or any Exhibit or Addendum thereto, the following additional terms apply to the provision of Services under this Addendum:
 - 1.1. **Limited Warranty.** If there is any issue with the Website that is caused by InSync’s provision of the Services (i.e., hosting, backup, security, updates), InSync shall endeavor to restore the Website back to the original working order within twenty-four (24) hours of the problem verified by InSync. If the problem persists or takes longer than twenty-four (24) hours to resolve, InSync shall so inform Client and shall restore the Website back to the original working order as soon as is practicable.
 - 1.2. **Disclaimer of Other Warranties.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION, INSYNC HAS NOT MADE AND MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
 - 1.3. **Website Changes.** Client shall inform InSync prior to making any material changes of domain names, websites, technical setup and any other material information regarding the technical infrastructure which may affect the Services delivered by InSync. Failure to consult with InSync prior to making website changes may result in (i) diminished efficacy of the Services or Deliverables, (ii) delays in completion of Services or delivery of Deliverables, and (iii) other adverse effects. CLIENT HEREBY EXCUSES ANY NONPERFORMANCE OR BREACH BY INSYNC OF THE TERMS IN THIS WORK ORDER OR THE AGREEMENT TO THE EXTENT SUCH NONPERFORMANCE OR BREACH IS DUE TO CHANGES MADE TO CLIENT’S WEBSITE WITHOUT INSYNC’S PRIOR APPROVAL.
 - 1.4. **Limitations on Liability.** In addition to the limitations on liability set forth in the Terms, InSync shall have no liability to Client or any third-party for:
 - 1.4.1. downtimes, interference in the form of hacking or viruses causing disruptions or interruptions, faulty Third-Party Materials, failure of Search Engines or websites on which a service is dependent to perform as expected, or failure of a third-party to deliver goods or services necessary for the completion of the Services or delivery of Deliverables;
 - 1.4.2. any changes made without notice to InSync by the Client or a third-party employed by the Client to domain names, websites, links, technical setup, or any other material information regarding the technical infrastructure affecting the Services or Deliverables to be delivered by InSync;
 - 1.5. **Additional Services.** InSync shall use its reasonable efforts to provide additional Services as such are related to this Work Order at InSync’s then current hourly rates. Notwithstanding the foregoing, InSync may, in InSync’s



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sole discretion, require the execution of a subsequent Work Order or refuse to provide such Services due to constraints on resources or for any other reason InSync deems sufficient in InSync's sole discretion.

1.6. Approvals. Unless otherwise set forth herein, all Services delivered hereunder and the associated Deliverables shall be deemed approved upon payment of an invoice tendered under this Addendum.



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ADDENDUM B INTERNET MARKETING

This Internet Marketing Addendum (this “**Addendum**”) is made part of InSync’s terms of service (“**Terms**”) and is effective upon Client’s commission of internet marketing services by InSync, as determined by InSync in InSync’s reasonable discretion.

1. **Defined Terms.** For purposes of this Addendum, the following terms shall have the following meanings:
 - 1.1. “**Authorized User**” means a user whom Client has authorized to access and manage Client’s online marketing.
 - 1.2. “**Client Content**” means the text files, images, photos, videos, sounds, or other materials or works of authorship belonging to Client or Client’s end users that Client causes to be stored within the Services, excluding Client Data.
 - 1.3. “**Client Data**” means the information about Client or Client’s Authorized Users which is required by InSync in order to provide the Services to Client.
 - 1.4. “**Competitor**” means an individual or a company which is in the same exact niche as the Client and that is targeting same/identical Keywords in same/nearby geographic location(s).
 - 1.5. “**Conversions**” are orders, leads, downloads, pageviews, sign ups, traffic, or other goals identified by Client in this Work Order.
 - 1.6. “**Conversion Rate**” means the percentage of visits which result in goal Conversions.
 - 1.7. “**Keyword**” or keyword phrase is a search term(s) which is used to retrieve information through Search Engines.
 - 1.8. “**Keyword Research**” means a practice used by Search Engine optimization professionals to find and research actual search terms people enter into the Search Engines when conducting a search.
 - 1.9. “**Keyword Stuffing**” means the practice of overloading a web page with meta tag or content keywords to artificially inflate SEI rankings. Keyword stuffing is considered unethical.
 - 1.10. “**Link Building**” means the Search Engine Optimization technique which is used to get backlinks (or votes) for a website.
 - 1.11. “**Link Popularity**” means the measure of the quantity and quality of inbound links (backlinks) to your website.
 - 1.12. “**Online Marketing Work**” means, among other things, Keyword Research, SEO, link building, URL



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Canonicalization, and the performance of Services and delivery of Deliverables intended to increase online traffic for Client.

- 1.13. **“SEO”** Search engine optimization is the process of improving the volume or quality of traffic to a website from Search Engines via “natural” or unpaid (“organic” or “algorithmic”) search results as opposed to Search Engine marketing (SEM) which deals with paid inclusion.
 - 1.14. **“Search Engine”** means a computer program used to retrieve documents from a computer network. Three popular Search Engines are Google, Yahoo and Bing.
 - 1.15. **“URL”** means the address of the web page on the Internet.
 - 1.16. **“URL Canonicalization”** means the process of picking the best URL when there are several choices, and it usually refers to home pages.
 - 1.17. **“Website Usability”** means how easy it is for visitors to use your website.
 - 1.18. **“Website Accessibility”** means how accessible your web pages are to your visitors and Search Engines.
 - 1.19. **“User Engagement”** means the degree to which a visitor has been positively influenced by the website and is engaged to it.
2. **Additional Terms.** Notwithstanding anything to the contrary in the Terms or any Exhibit or Addendum thereto, the following additional terms apply to the provision of Services under this Addendum:
- 2.1. **Tracking.** InSync, in InSync’s reasonable discretion, will use and implement tracking mechanisms that reasonably permit Client to accurately track users linking from their marketing campaigns to the Client’s site.
 - 2.2. **Website Changes.** Client shall inform InSync prior to making any material changes of domain names, websites, technical setup and any other material information regarding the technical infrastructure which may affect the Services delivered by InSync. Failure to consult with InSync prior to making website changes may result in (i) diminished efficacy of the Services or Deliverables, (ii) delays in completion of Services or delivery of Deliverables, and (iii) other adverse effects. CLIENT HEREBY EXCUSES ANY NONPERFORMANCE OR BREACH BY INSYNC OF THE TERMS IN THIS WORK ORDER OR THE AGREEMENT TO THE EXTENT SUCH NONPERFORMANCE OR BREACH IS DUE TO CHANGES MADE TO CLIENT’S WEBSITE WITHOUT INSYNC’S PRIOR APPROVAL.
 - 2.3. **Other Prohibited Changes.** InSync shall not be responsible for delays in providing the Services or Deliverables or additional expenses incurred if the Online Marketing Work is destroyed either wholly or in parts, either knowingly or unknowingly by any party other than InSync.
 - 2.3.1. Online Marketing Work shall be deemed to be “destroyed” either in whole or in part, in accordance with InSync’s reasonable discretion, if the following changes are made by any party other than InSync:



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- 2.3.1.1. Changes in the file(s) or folder(s) name
- 2.3.1.2. Putting a file in a different folder or putting a folder in another folder or subdomain
- 2.3.1.3. Making changes in the head section of a document, changing the text in the title tag, removing certain HTML tags required for site authentication.
- 2.3.1.4. Deleting a link, folder, file, web document, or subdomain.
- 2.3.1.5. Modifying text on a web document like changing the formatting of the text or repositioning the text.
- 2.3.1.6. Removing analytics code from the web page which is used to track website traffic.
- 2.3.1.7. Linking out to any website without prior consultation of InSync.
- 2.3.1.8. Adding a file, folder, web document, widget, or any functionality.
- 2.3.1.9. Renaming URLs of existing web documents.
- 2.3.1.10. Taking down the website or part of the website.
- 2.3.1.11. Renaming, re-locating, adding or removing any file, folder or subdomain on a web server including web documents, robots.txt, .htaccess file, sitemap.xml, rss.xml, etc.
- 2.3.1.12. Changes in the site architecture
- 2.3.1.13. Changes in the anchor text
- 2.3.1.14. Making any changes on an optimized web page
- 2.3.1.15. Making changes to a pay-per-click campaign without prior approval by InSync Media.

2.4. Time is of the Essence. The Services and Deliverables described under this Addendum require Client to provide review comments and other feedback in a timely manner, in accordance with any schedules included herein, or in any case as may reasonably requested by InSync. Therefore, Client agrees that time is of the essence with respect to Client's obligations hereunder and Client's failure to timely meet its obligations may result in additional fees, including, without limitation, Change Order fees and reactivation fees which InSync shall calculate in its reasonable discretion. Client agrees to pay all such fees applied because of Client's failure to timely meet its obligations hereunder. In the event that Client's delay causes Online Marketing to be delayed so that it may not be finished within six months of the Effective Date, InSync may, in its sole discretion, declare the website project inactive, cease providing Services, and require payment of the aforementioned reactivation fee



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before resuming provision of the Services.

- 2.5. Limitations on Liability. In addition to the limitations on liability set forth in the Terms, InSync shall have no liability to Client or any third-party for:
- 2.5.1. The failure of any “privacy policy” or other legal document or advisement that InSync may provide to Client to comply with any private or public third-party standards
 - 2.5.2. fraudulent clicks by a third-party on any of the Client’s accounts managed by InSync;
 - 2.5.3. downtimes, interference in the form of hacking or viruses causing disruptions or interruptions, faulty Third-Party Materials, failure of Search Engines or websites on which a service is dependent to perform as expected, or failure of a third-party to deliver goods or services necessary for the completion of the Services or delivery of Deliverables;
 - 2.5.4. any changes made without notice to InSync by the Client or a third-party employed by the Client to domain names, websites, links, technical setup, or any other material information regarding the technical infrastructure affecting the Services or Deliverables to be delivered by InSync;
 - 2.5.5. Services relating to Search Engine optimization, link building, advertisements, banners or sponsorships leading to a minimum number of views, position or frequency in searches on relevant words or otherwise. In addition, InSync shall not be liable for ensuring that such Services lead to a certain volume of traffic, number of clicks, registrations, purchases or the like;
 - 2.5.6. URLs dropped or excluded by a Search Engine for any reason; and
 - 2.5.7. failure of the Client to implement any portion of InSync’s recommendations, such failure, whether in whole or in part, shall serve as a complete bar on recovery from InSync due to any lack of success experienced by the Client relating to the Services.
- 2.6. Additional Services. InSync shall use its reasonable efforts to assist in remedial efforts if so requested by the Client. Any work connected with remedial efforts as described above shall be charged to the Client separately in accordance with these Terms or (at InSync’s discretion) InSync’s price list applicable from time to time.
- 2.7. Approvals. Unless otherwise set forth in this Addendum, all Services delivered hereunder and the associated Deliverables shall be deemed approved upon payment of an invoice tendered under this Addendum.



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ADDENDUM C REGULATED INDUSTRIES

This Internet Marketing Addendum (this “**Addendum**”) is made part of InSync’s terms of service (“**Terms**”) and is effective upon Client’s commission of services by InSync, if Client is in one of the below described regulated industries, as determined by InSync in InSync’s reasonable discretion.

If Client deals in products and/or services related to one or more of the following industries: (i) nutraceuticals, (ii) cannabis or cannabis-derived products, including, without limitation, Cannabidiol (“**CBD**”) or Tetrahydrocannabinol (“**THC**”), or (iii) other products and/or services advertisements for which are regulated by governmental entities, (together, the “**Regulated Industries**”), then Client is in a Regulated Industry, and this Addendum shall apply.

Because the Client’s business is in a Regulated Industry, the Client’s offerings may be subject to special laws, rules, and regulations, including, without limitation, the “Controlled Substances Act” (21 U.S.C. ch. 13 § 801 et seq), the 2018 “Farm Bill” (21 U.S.C. §§ 802(16) and 812; 7 U.S.C. § 1639o), the Food and Drug and Cosmetic Act, 21 U.S.C. ch. 9 § 301 et seq (FDCA), the Federal Trade Commission Act, 15 U.S.C. 41 et seq (FTCA), and the regulations promulgated thereunder by the Food and Drug Administration (FDA), and the Federal Trade Commission (FTC), as well as such state statutes and regulations as may be applicable to Client’s business (together, the “**Regulated Industries Laws**”) prohibiting, among other things, the making of unsubstantiated health claims or explicit therapeutic claims.

1. **Client is Responsible for Compliance With Regulated Industries Laws.** The Parties agree that Client is solely and exclusively responsible for compliance with Regulated Industries Laws, and that Client has been advised to seek legal counsel to ensure compliance with Regulated Industries Laws.
2. **Client Must Review of Deliverables.** Client agrees to review or cause to be reviewed all Deliverables for compliance with Regulated Industries Laws prior to using such Deliverables.
3. **Change Orders.** If Client’s review of the Deliverables for compliance with Regulated Industries Laws causes any material change to any Work Order(s) authorized under the Terms, Client is responsible for making a Change Order as provided in the Terms. Client acknowledges and agrees that such Change Order(s) may result in additional charges as provided for in the Terms and Work Order(s).
4. **InSync Disclaimer.** InSync hereby disclaims any and all liability for compliance with Regulated Industries Laws under or related to the Terms, any Work Order, or the Deliverables.
5. **Client’s Indemnification Obligation.** Client shall defend, indemnify, and hold harmless InSync Indemnified Parties, from and against any and all Losses arising out of or resulting from any actual or alleged violation of Regulated Industries Laws.