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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.