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ADDENDUM B

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**”), (iii) financial, medical, or other regulated industries, or (iv) any 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, and Client hereby waives and releases InSync from, 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.



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