

LEVERAGE DIGITAL MEDIA, INC.
STANDARD TERMS AND CONDITIONS

1. Acceptance of Terms

If Client engages Leverage Digital Media, Inc. (hereinafter referred to as “LDM”) to perform services, Client expressly agrees to the following standard terms and conditions as part of Client’s Contract with LDM.

2. Services

LDM may provide to Client one or more of the following services under a Contract and these standard terms and conditions:

- Website Design & Development
- Logo Design & Other Various Design Work
- Search Engine Optimization
- Pay Per Click Advertising

LDM reserves the right to update and change these standard terms and conditions from time to time without notice. You can review the most current version of these standard terms and conditions at any time at: <http://www.leveragedigitalmedia.com/terms>.

3. Scope of Work

Any additional work not specified in the Contract must be authorized in writing in an Addendum to the Contract.

4. Website Design & Development (50/50)

4.1. Fees and Payment Terms

The first 50% of the total project balance is required in order to initiate a website design project. The remaining 50% is due either when Client’s Web site is complete or within 60 days of the date of Client’s initial purchase, whichever comes first. Any outstanding balance must be paid before the website goes live or the website design files are delivered to Client.

4.2. Cancellation Policy

Once a website design project is initiated, it cannot be cancelled and Client is liable for the remaining project balance.

4.3. LDM Copyrights

Other than the elements delivered by Client for inclusion on Client’s website, LDM retains the copyrights to all hypertext markup language (HTML), website programming, and graphical layout design performed for or within Client’s website, including any updates to Client’s website. Upon payment in full by Client, rights to the website will be transferred to Client, and LDM will allow Client to use and replicate the HTML coding for Client’s own lawful purposes. If Client fails to make payment in full, rights to source code and design

elements are specifically not transferred and remain the property of LDM, and LDM reserves the right to remove the website and any updates made to the website without any obligation to restore such website or updates. LDM retains the right to display graphics and other design elements of Client's website as examples of LDM's work.

4.4. Website Updates

Client may request LDM to provide updates to the Website for a fee. LDM retains all rights to such updates until Client makes payment in full, and LDM reserves the right to remove any and all updates should Client fail to make payment in full.

5. **Website Design & Development (Monthly)**

5.1. Fees and Payment Terms

This agreement is for a term of 12 months, not including the initial setup period. The agreement is month-to-month thereafter. Client's credit card must be on file, and will be billed monthly at the agreed upon "Monthly Fee." After 12 full monthly payments, client may purchase the site for \$549 if it is a static website, or \$949 if it is a content management system, as indicated on the Contract. If Client chooses not to purchase the site, monthly billing will continue on a month-to-month basis.

If Client is delinquent on a previous month's payment, Leverage Digital Media, Inc. reserves the right to suspend services and temporarily remove Client's site from the Web until Client's balance is paid in full. Should Client fail to pay their balance in full within thirty (30) days of its due date, Leverage Digital Media, Inc. reserves the right to terminate this Contract, permanently remove Client's site from the Web, and Client will be held liable for the remaining balance on their account.

5.2. Cancellation Policy

Client may cancel anytime after 12 full monthly payments. Service termination requests must be emailed to servicetermination@leveragedigitalmedia.com and will take effect 30 days from Client's next billing date, but not before 12 months after Client's first full month billing date.

5.3. Hosting

The website must be hosted with LDM for the length of the agreement term.

5.4. LDM Copyrights

Other than the elements delivered by Client for inclusion on Client's website, LDM retains the copyrights to all hypertext markup language (HTML), website programming, and graphical layout design performed for or within Client's website, including any updates to Client's website. Upon payment in full by Client, rights to the website will be transferred to Client, and LDM will allow Client to use and replicate the HTML coding for Client's own lawful purposes. If Client fails to make payment in full, rights to source code and design elements are specifically not transferred and remain the property of LDM, and LDM reserves the right to remove the website and any updates made to the website without any

obligation to restore such website or updates. LDM retains the right to display graphics and other design elements of Client's website as examples of LDM's work.

5.5. Website Updates

Client may request LDM to provide updates to the Website for a fee. LDM retains all rights to such updates until Client makes payment in full, and LDM reserves the right to remove any and all updates should Client fail to make payment in full.

6. Logo Design & Other Various Design Work

6.1. Fees and Payment Terms

The first 50% of the total project balance is required in order to initiate a design project. The remaining 50% is due either when Client's project is complete or within 30 days of the date of Client's initial purchase, whichever comes first. Any outstanding balance must be paid before the design files are delivered to Client.

6.2. Cancellation Policy

Once a design project is initiated, it cannot be cancelled and Client is liable for the remaining project balance.

6.3. LDM Copyrights

All design concepts and related graphics created by LDM for Client are LDM's property until Client's balance is paid in full. LDM retains the right to display graphics and other design elements of Client's project as examples of LDM's work.

6.4. Additional Concepts or Revisions

Client may request LDM to provide additional design concepts and/or revisions for a fee. LDM retains all rights to such concepts and revisions until Client's balance is paid in full.

7. Search Engine Optimization

7.1. Fees and Payment Terms

Search engine optimization is for a term of 6 months, not including the initial optimization period. The agreement is month-to-month thereafter.

7.2. Cancellation Policy

Client may cancel anytime after the first 6 monthly payments. Service termination requests must be emailed to servicetermination@leveragedigitalmedia.com and will take effect 30 days from the following billing date, but not before the first 6 months of ongoing optimization.

7.3. LDM Copyrights

During the initial 6 month period of a search engine optimization campaign, LDM retains the right to all SEO-related updates made to Client's website. Should Client default in making payment during the initial 6 month period, LDM reserves the right to permanently remove

all SEO-related updates from Client's website without obligation to reinstate such updates, even if Client pays any delinquent balance.

Following the initial 6 month term, If Client is delinquent on a previous month's payment, LDM reserves the right to suspend services until Client's balance is paid in full. Should Client fail to pay their balance in full within thirty (30) days of its due date, Leverage Digital Media, Inc. reserves the right to terminate the Contract, and Client will be held liable for the remaining balance on their account.

7.4. Disclaimer

Due to the unpredictable nature of search engines, LDM does not guarantee improved rankings and/or first page rankings. LDM also does not guarantee increased traffic, increased leads, increased sales, or make performance guarantees of any kind as a result of search engine optimization.

8. Pay Per Click Advertising

8.1. Fees and Payment Terms

Pay per click advertising is for a term of 6 months, not including the initial account setup period. The agreement is month-to-month thereafter.

8.2. Cancellation Policy

Client may cancel anytime after the first 6 monthly payments. Service termination requests must be emailed to servicetermination@leveragedigitalmedia.com and will take effect 30 days from the following billing date, but not before the first 6 months of campaign management.

8.3. LDM Copyrights

LDM retains the right to all pay per click campaigns that it creates and their content, including but not limited to, keywords, ads and landing pages. Client can offer to buyout a pay per click campaign after the initial 6 month term at an agreed upon price, after Client's balance is paid in full.

9. Subcontracting

LDM reserves the right to assign other designers or subcontractors to perform services for Client.

10. Warranties and Liability

LDM warrants that the services provided to Client will be performed in a good and professional manner consistent with the standards of the web services industry. LDM does not warrant, however, that any website developed for Client will operate uninterrupted or error free, or that Client's website will achieve first page search engine rankings or that it may not be removed from any search engine index. LDM disclaims any implied warranty of merchantability or fitness for a particular purpose.

Client understands that LDM may remotely access Client's website and Client's servers and Client agrees that LDM shall have no liability for any loss or destruction of any of Client's files or data, unless due to the gross negligence or intentional misconduct of LDM. Client will be responsible to maintain all appropriate backup of Client files and data stored on Client's servers.

In no event will LDM be liable to Client or any third party for any lost profits or other incidental, indirect, consequential or special damages arising out of (a) the service provided to Client, (b) the operation of or inability to operate of any website developed for Client, or (c) LDM's access to Client's website and servers, even if LDM has been advised of the possibility of such damages.

11. Client Trademarks and Copyrights

Unless Client has purchased copywriting services from LDM, Client expressly represents and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other works furnished to LDM for inclusion in Client's website are owned by Client or that Client has permission from the rightful owner to use each of these elements, and will indemnify, hold harmless, protect, and defend LDM from any claim or suit arising from the use of such elements furnished by Client. Client agrees that all elements and requested information will all be delivered or communicated to LDM in a timely manner to meet Client's deadlines.

12. Termination

Client may terminate services in accordance with the cancellation policy of their specific service or services. Client will be invoiced for any work completed as of the date of termination for payment in full within 30 (thirty) days. LDM may terminate services at any time, without penalty, if Client fails to comply with these standard terms and conditions or the Contract, including, but not limited to, making payment when due. If Client fails to comply and LDM refers the matter to an attorney or collection agency, Client agrees to pay all reasonable attorney fees or collection costs and expenses incurred by LDM.

13. Governing Law

This Agreement will be governed and construed in accordance with the laws of the State of Florida without giving effect to principles of conflict of laws. Both LDM and Client agree to submit to jurisdiction in Florida and further agree that any cause of action arising under this Agreement may be brought in a court in Hillsborough County, Florida.

14. Entire Agreement

These standard terms and conditions, together with the Contract, set forth the entire agreement and understanding between LDM and Client relating to the subject matter and supersede all prior discussions or writings. Neither LDM nor Client is relying upon any warranties, representations, assurances or inducements not expressly set forth herein and in the Contract.