

## **SERVICE AGREEMENT TERMS AND CONDITIONS**

The following are the standard terms and conditions (“Terms and Conditions”) incorporated into the Service Agreement between You and Contractor’s Marketing (the “Agreement”):

- A. **NOTICE.** Unless otherwise specified in the Agreement, any notice required or permitted under the Agreement shall be in writing and shall be deemed given when: (i) personally delivered and upon obtaining a signed receipt; or (ii) when deposited in the United States mail, first class, certified or registered, postage prepaid, addressed to the respective party. The address for notices to Contractor’s Marketing is 12525 82<sup>nd</sup> Street SE, Clear Lake, MN, 55319. The address for notices to You shall be Your then current billing address.
  
- B. **PAYMENT.** Payment for Services shall be made within 30 days of the invoice due date for same or You will be in breach of the Agreement. Your payments to Contractor’s Marketing will be applied first toward any previous balance owing (e.g. invoices will be paid in the order that they were billed). Any acceptance of a partial payment or late payment for Services shall not be deemed either a waiver of claims by Contractor’s Marketing for amounts that You owe or accord and satisfaction for amounts owing.
  
- C. **CESSATION OF SERVICES AND TERMINATION FOR NON-PAYMENT.** In the event that You fail to timely pay for Services as provided under Paragraph B above, Contractor’s Marketing may, at its sole discretion, (i) immediately cease providing Services until You fully pay; or (ii) terminate the Agreement. If Contractor’s Marketing elects to cease providing Services, but does not immediately terminate the Agreement, Contractor’s Marketing may subsequently terminate the Agreement at any time prior to You rendering full payment.
  
- D. **COLLECTION.** Regardless if Contractor’s Marketing elects or does not elect any remedies under Paragraph C above, Contractor’s Marketing may pursue any available remedies against You to collect on amounts owing and past due. Contractor’s Marketing shall be entitled to recover collection costs, including reasonable attorney’s fees.
  
- E. **TRUTH IN ADVERTISING.** You are responsible for supplying Contractor’s Marketing with truthful, non-misleading, and ethical information about Your business for use on Your Website and other related aspects of the Service. In addition to the right to terminate services under Paragraph 2 of the Agreement, Contractor’s Marketing reserves the right to terminate the Services by providing at least 30 days’ written notice during the Initial Term or any Successive Term, if Contractor’s Marketing receives misleading, fraudulent, or illegal information by You or on Your behalf. Such information may include, but is not limited to, representations in any form about licensing, insurance, certifications, qualifications, or experience.
  
- F. **RESTRICTION ON PERSONAL INFORMATION.** Other than as needed in the course of providing Services , or as needed for billing purposes, Contractor’s Marketing will not share or sell Your usernames, passwords, other information used to access Your Accounts, or billing information without Your consent unless compelled to do so by a person or entity with lawful authority.

- G. **PROPRIETARY INFORMATION.** Contractor's Marketing retains all rights to any tangible or intangible products, software, processes, search optimization programs, or other proprietary information developed by Contractor's Marketing and which may have been used in providing Services for You ("Proprietary Information").
- H. **RIGHTS UPON TERMINATION OF SERVICES.** Unless otherwise agreed to by the parties in a separate Addendum hereto, Contractor's Marketing shall retain any and all rights to Proprietary Information upon termination of the Services. You shall be entitled to retain Your domain name and HTML pages relating to Your Website which contain no Proprietary Information ("Transferable Content"). Contractor's Marketing will endeavor to timely assist in the transfer of Your domain name and Transferable Content.
- I. **LIMITATION OF WARRANTIES.** Contractor's Marketing makes no warranties of any kind, express or implied, for the Services, including Merchantability or fitness for a particular purpose. Contractor's Marketing makes no warranty regarding: (i) the content created, posted, used, or disseminated on Your behalf while providing the Services; or (ii) the accuracy of such content.
- J. **LIMITATION OF DAMAGES.** Any damages or liabilities incurred by You that pertain to either claims against Contractor's Marketing under the Agreement, or Contractor's Marketing's Services, are limited to payments made to Contractor's Marketing under the Agreement, less costs and expenses incurred by Contractor's Marketing for those Services.
- K. **WAIVER.** Unless Contractor's Marketing agrees otherwise in writing, Contractor's Marketing's failure or decision to not enforce any provision under the Agreement shall not be deemed a waiver of such rights or a waiver of any other rights under this Agreement.
- L. **ENTIRE AGREEMENT.** The Agreement, including its incorporated attachments (e.g. these Terms and Conditions, or any Addenda), sets forth the entire understanding of You and Contractor's Marketing and supersedes any prior written or verbal agreements or understandings between the parties. Any modifications to the Agreement shall only be modified by a written instrument executed by the parties hereto.
- M. **SEVERABILITY.** In the event that any provision of this Agreement is deemed unenforceable, then that unenforceable provision shall be stricken from the Agreement and the remaining provisions of the Agreement shall be enforceable to the extent possible.
- N. **ASSIGNMENT.** You are not permitted to assign Your rights under this Agreement without Contractor's Marketing's written consent, which will not be unreasonably withheld. Contractor's Marketing shall be permitted to freely assign its rights under this Agreement.
- O. **CHOICE OF LAW; VENUE.** The Agreement has been made and shall be interpreted under the laws of the State of Minnesota. Venue for any dispute under the Agreement or otherwise related to the Services provided by Contractor's Marketing shall be Sherburne County, Minnesota.