

## **TERMS AND CONDITIONS**

Listed below are the terms and conditions of **SEO Creativity** established at 1992 Commerce Street Suite 121, Yorktown Heights, NY 10598, USA. These are the conditions applicable from January 1, 2014. These terms are also made available with any sales agreement or price quote and are available on the SEO Creativity Web site at all times.

### **Article 1: Definitions**

**Client:** The entity who obtains goods or services from SEO Creativity under this agreement.

**Supplier:** SEO Creativity.

**Service(s):** The services offered by SEO Creativity under this agreement including Web sites, their content, programming, graphics, and so forth.

**Quote(s):** Every offer by SEO Creativity for the supply of services or products.

**Product(s):** Products and/or other items that SEO Creativity supplies or makes available under this agreement.

### **Article 2: Applicability of these conditions**

These terms and conditions, with the exclusion of conditions of any third party, apply to all offers for the supply of products and/or services by the Supplier, and all related agreements and all related operations, of both preparatory and executive nature. Deviating conditions apply only if accepted by the Supplier in writing and shall apply only to related agreement(s).

By placing an order Client accepts these terms and conditions.

If any provision of these terms is not valid, these conditions continue to remain in force. In that case, the parties will agree on the content of a new provision that approximates the content of the original provision as closely as possible. These conditions may be modified at any time by the Supplier. Supplier therefore recommends to view these terms regularly.

### **Article 3: Establishment of agreement**

All Quotes are without obligation, both in price, content, and delivery times, unless stated otherwise in writing. All offers remain in effect for 30 days, unless expressly agreed otherwise.

Supplier has the right to withdraw any Quote without any liability towards the Client in any way.

An agreement is established at the time that Client has confirmed in writing, electronic voice recording or by e-mail sent to Supplier, or the moment that the Supplier has started to implement the agreement.

After the establishment of the contract agreements and/or any commitments made by or on behalf of the Client or Supplier bind both parties only if they are confirmed by the Supplier via e-mail.

If the Client cancels within 14 days after the establishment date of a confirmed by the Supplier agreement, and before the Supplier has started with the execution of the agreement, the cost of cancellation is 25% of the total agreed amount.

SEO Creativity can refuse to supply any service without giving any reason.

#### **Article 4: Minimum contract duration**

The duration of the agreement is as agreed in the agreement, unless otherwise stated therein. The agreement should be terminated by registered mail at least two months before the end of the agreement.

If the agreement is not terminated subject to the time limit specified before the end of the contract, the contract is automatically terminated. In special cases, including the cases mentioned in the agreement and/or the general conditions, the Supplier is entitled to terminate the agreement with immediate effect.

Contract goods or services forming part of the agreement, of which is indicated that these are temporary, are terminated after the expiry of the agreed period and/or continuation of the agreement and are not renewed, unless expressly agreed upon.

#### **Article 5: Execution of agreement**

Commencement of the work and/or delivery of products and services are provided only as an approximate, but are as a rule no later than one week after the invoice is paid. In the case of SEA (search engine advertising) the agreement is deemed to have commenced on the day of first activation of ads.

The Supplier cannot guarantee that the services and products will always function without restrictions or interference, partly due to routine maintenance, the dependence on the services and products of its suppliers, Internet and technologies that are in development. The Supplier aims to remedy faults and limitations as soon as possible and to keep any inconvenience to the Client as limited as possible.

The Supplier reserves the right to perform procedural and technical changes and/or improvements. The Supplier shall give notice thereof to the Client, if these changes adversely

affect advertising campaigns or the access of Web sites of the Client. The Supplier is authorized to subcontract third parties in whole or in part to provide or deliver services and products. The Client shall complete any forms required for an order, and (e)sign. The Client warrants to the Supplier the accuracy of the information entered and indemnifies the Supplier against any claims brought by third parties.

The Supplier can not guarantee that his activities achieve the desired result for the Client. The accepted agreement creates an obligation of effort and not an obligation of results.

#### **Article 6: Confidentiality and security**

The Supplier shall make its best efforts to ensure that secrecy is exercised with respect to data from the Client, of which it is obvious that the Client wishes secrecy. The Supplier shall endeavor to secure connection or access to the data. The Supplier does not guarantee the applied security, and excludes any liability for damages that may arise regarding the security of data, despite the precautions taken.

The methods, keywords, analyses, designs, documentation, reports, proposals and preparatory materials used by the Supplier, are exclusively vested in the Supplier and are strictly reserved for the Supplier and not to the Client or third parties, except as provided in Article 5, unless otherwise agreed in writing.

#### **Article 7: Rates**

The rates that the Supplier calculates may consist of fixed components and variable components. Payment will be made in the manner specified by the Supplier and within the time limit specified by the Supplier.

It is possible for the Client to extend regions, products or services during the contract period. It is not possible for the Client to limit the number of products or services during the contract period, unless accepted and confirmed by the Supplier.

The Supplier shall be entitled to change the rates of variable components periodically. Rate increases are made known to the Client by e-mail at least one month before they take effect. Rates increases limited to adjustment for inflation or caused by subcontractors shall never constitute a reason for the Client to terminate an ongoing contract.

Special price offers that are part of the agreement, and are indicated to be of a temporary nature, are continued at the prices then in effect when continuing an agreement, unless expressly agreed otherwise.

## **Article 8: Invoicing and payments**

Invoices will be sent by e-mail as agreed upon with the Client. All that the Client owes to the Supplier based on the contract with the Supplier will be paid in the manner specified by the Supplier and within the time limit specified by the Supplier. Invoices are only payable to the Supplier.

If a payment is not paid in time, the Client will be in default and the Client's will be charged legal interest until the date of full payment. In the event of late payment the Supplier may without notice immediately block access, remove or disconnect the products and services until all invoices are fully paid. This includes the cessation or suspension of running ads, and the removal of Client's Websites and their code that were created by the Supplier.

All costs of collection of the amounts owed by the Client, both judicial and extrajudicial, shall be borne by the Client. The collection costs of the Supplier or collection agency acting on its behalf are 15% of the principal amount plus interest charges.

Payments by the Client to Supplier shall always be deemed to extend to the satisfaction of the interest and/or costs and to settle the longest outstanding invoice/invoices, even if the Client states otherwise with the payment.

With regard to SEA services, Client will receive an e-mail when the advertising credit has been consumed for 60%, 80% and 95%. When the available credit has completely been consumed, the ad campaign will be stopped by the Supplier automatically for the remainder of the month. The Client has the possibility to activate the campaign again by paying additional advertising credit.

## **Article 9: Rescission, damages, suspension**

If the Client: (a) requests its own bankruptcy, is declared bankrupt, is placed under the appointment of a receiver, liquidator, a request for suspension of payment, or seizure of all or a portion of his estate; or (b) fails to fulfill any of its obligations to the Supplier by any force of law or contract, after written notice; or (c) fails to pay an invoice or portion thereof within the time limit to comply; or (d) decides to discontinue or transfer its business or a substantial portion thereof, including setting up or existing company, or decides to change the objective of his company's transfer or to dissolve the business; the Client shall be deemed to be legally in default and the (remaining) debt immediately due and payable.

Notwithstanding the other provisions of the agreement, the Supplier shall be entitled in the above cases, without any liability for damages and without prejudice to its other rights, such as

rights relating to overdue fines or interest and the right to compensation, and without notice or judicial intervention being required: (a) to terminate the agreement by an appropriate written notice to the Client in whole or in part; and/or (b) to demand immediate payment of any amount owed to the Supplier by the Client in its entirety; and/or (c) before continuing to perform further first obtaining credible assurance of (timely) fulfillment of its payment obligations to the Supplier by the Client.

If the Supplier is prevented to (further) fulfill the agreement as a result of circumstances beyond its control, such as (but not limited to) government measures, fire and explosion, natural disasters, boycott actions, delay or other imperfections on part of third parties of whom the Supplier is dependent in any way, intrusion (hacking), failures in the network of the telecommunications carrier(s), overloading of the Internet, loss of electricity, communications or equipment of the Supplier or third parties who provide services to the Supplier and other disruptions that are beyond the control of the Supplier, the Supplier is entitled, without any liability for damages, to end the agreement by submitting an appropriate written notice to the Client, without judicial intervention, to terminate, in whole or in part or to suspend (further) implementation of the agreement, without prejudice to the Supplier's right to payment by the Client for work already performed by the Supplier.

In case of suspension the Supplier shall still be entitled to terminate the agreement in whole or in part.

In the case of fraud or suspected fraud the Supplier is entitled to terminate any service or products supplied immediately.

#### **Article 10: Liability**

The total liability of the Supplier for damages the Client suffers because the Supplier (or any person for whom it is liable under the law) fails in the fulfillment of this agreement or in connection with the execution of this agreement commits an unlawful act, is direct damage to property and direct damage caused by death or injury limited to the net invoice value (being the gross invoice value less sales tax and other government levies) of products or services supplied that the damage is related to. Any further liability is excluded, including liability for indirect loss, consequential loss and/or consequential damages. Supplier accepts no liability for damage caused by clicking on ads placed by the Supplier on behalf of the Client, which does not lead to a page visit on the website of the Client.

The Supplier is not liable for damage caused by the leaking of confidential information, the use of a credit card acceptance mechanism or electronic payment, damage by maintenance or damage resulting from third party claims against Client.

Notwithstanding the preceding paragraphs, damage can only be considered for compensation if the Supplier was notified in writing within 30 days of the occurrence of the damage. Claims on the grounds that the services and products do not meet the agreement shall be voided after two years once notification in this regard has reached the Supplier.

Legal entities who belong to the group of the Supplier or are employed by the Supplier or that are enabled by the Supplier in the performance of the agreement and which are addressed by the Client for damages may also invoke the above provisions. Of these legal entities and the Supplier together damages more than Supplier would have to reimburse alone can never be claimed.

The Client shall indemnify the Supplier against all claims made by third parties in respect of damage that may occur from the use of the connection or services by or on behalf of the Supplier in any way.

#### **Article 11: Disputes**

All agreements are governed by international law. All disputes arising from or related to this Agreement, shall be brought before a court solely for settlement at the discretion of the Supplier.

#### **Article 12: Modifications**

The Client is obliged to inform Supplier immediately in writing, by fax or by e-mail to inform them of changes relating to name, address and bank account as well as any other circumstances that are important for the performance of the agreement, including changes in domain name or hosting provider.

#### **Article 13: Products and services**

SEO landing pages, and other products and services which Supplier provides the Client with shall remain the property of the Supplier and are provided to the Client on loan only.

The Client obtains a non-exclusive and non-transferable license ("license") to use the results of the Services for the agreed objectives. Unless specifically agreed upon the license for the use of the created Website and/or Services is limited to one (1) domain name. For each additional domain name where Client wishes to use the Website or Services another license will have to be paid at a price to be determined by the Supplier. The Client shall comply strictly with all terms and any additional terms of use agreed upon.

The Client shall not, without the prior written consent of Supplier, in whole or in part in any manner publish, reproduce or make available to third parties the results of the Services, or any materials referred to in paragraph 1 of this article.

Supplier is entitled to charge costs, which have been imposed or may be imposed by government agencies to the Client in connection with its services.

In order to be able to place ads on advertising channels, the ads must be provided with a promotional text of 150 characters, a logo and/or photos and a link to the Web site of the Client. If text, logo and/or photos cannot be supplied by the Client, the Supplier shall make alternatives available for a fee during the term of the agreement.

SEO Services by the Supplier consist of activities as agreed in the agreement, and will be implemented to the Web site of the Client using FTP.

The Client will not remove, alter or obscure proprietary information of Supplier concerning copyrights, trademarks, trade names or other intellectual property rights.

The Supplier has the irrevocable right to use customer name and developed components for their own promotion and/or publicity.

In case of violation of any provision of this agreement, the Client shall forfeit towards the Supplier, without the requirement of any further notice or judicial intervention, a fine of US\$ 50,000 (fifty thousand US dollars) per violation, plus an amount of 5,000 US\$ (five thousand US dollars) for each day that such violation continues, without prejudice to the right of the Supplier, at its option, to claim full damages.

Upon termination of the agreement between the Client and the Supplier any and all services provided will be irrevocably suspended. The Client cannot exercise any usage rights or any other rights to the services provided.

The Client shall indemnify the Supplier of any claim to copyright protected or copied files that the Client provides.

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