



KILLERSPOTS AGENCY USER TERMS OF SERVICE

THE FOLLOWING USER TERMS OF SERVICE ARE IMPORTANT AND AFFECT THE CUSTOMER'S LEGAL RIGHTS UNDER THIS AGREEMENT. PLEASE READ THEM CAREFULLY.

This Agreement is entered into by and between Killerspots.com and its affiliated entities (hereinafter collectively referred to as "Killerspots.com") and the party procuring services or acting on the instructions or with the permission of the purchaser (hereinafter referred to as the "Customer"). This Agreement governs the Customer's access to and use of all services provided by Killerspots.com, inclusive of the Killerspots.com website.

This Agreement becomes effective upon the completion of the purchase of any online subscription by the Customer. By procuring an online subscription, the Customer represents that it possesses the requisite authority to enter into this Agreement, and that this Agreement constitutes a valid and legally binding obligation.

In the event of any discrepancy or conflict between this Agreement and other communications with Killerspots.com and its employees, this Agreement shall prevail.

1. Services and Promotions

Killerspots.com offers a variety of services including, but not limited to, Website design, Social Media monthly management, Search Engine Optimization, Email campaigns, Inbound Marketing, Produced radio and television commercials, web video productions, and Promotional services, including Facebook and other Social Media enabled applications, website plugins, surveys, polls, and other market data gathering activities (collectively, "Services").

2. Definitions

"Server" refers to the computer server equipment in connection with the provision of Services. "Web Site" refers to the area on the Server allocated by Killerspots.com to the Customer for use as a site on the Internet. "User Submissions" refers to all information or content provided by the Customer to Killerspots.com.

3. Payment

Payment must be made by credit card, unless Killerspots.com agrees in writing to other payment terms. If the Customer elects a month-to-month subscription, Killerspots.com will bill the Customer's credit card the fee stated at the time of purchase plus any applicable tax each month. If the Customer elects an annual subscription, Killerspots.com will bill the Customer's credit card the fee stated at the time of purchase plus any applicable tax each month of the Customer's one-year term. The Customer's



subscription begins immediately upon successful completion of the electronic registration process and confirmation of payment. Customers approved to pay by check will be charged a \$55 "returned check" charge for each check unpaid by the bank for any reason. Killerspots.com reserves the right to charge a late payment fee of 1.5% per month against overdue amounts or the maximum rate permitted by law, whichever is less. The Customer is responsible for the payment of all taxes, charges, surcharges, and fees assessed or imposed on the Services. Killerspots.com reserves the right to suspend the provision of Services to the Customer if any sum payable is not paid on or before the due date.

4. Cancellation

Killerspots.com may cancel the Services upon 30 days prior notice to the Customer. The Customer may cancel their subscription upon 30 days prior notice by calling Customer Support at (513) 270-2500 or emailing their Account Representative or emailing Support at Billing@killerspots.com. Services will terminate after the end of the Customer's final billing cycle after proper 30-day notice. The Customer shall be responsible for all fees and payments due to Killerspots.com through the end of the final 30-day billing cycle. At the time Services terminate, Killerspots.com's website design and all social media pro-agency applications including all the files and databases associated with the Customer's account will be deleted. If the Customer wishes to continue to use the website designed by Killerspots.com, the Customer may purchase the website template and design for a buyout charge determined by Killerspots.com, Inc. The Customer may terminate its account and end its use of the Services after proper notice for any or no reason; provided, however, Customers seeking to cancel an annual subscription after the first 48 hours will be charged 50% of its remaining subscription obligation (for example, a customer cancelling with 6 months remaining on its annual subscription will be charged for 3 months). If the Customer has paid in full for an annual subscription but cancels while having unused months not yet paid for, the remaining unused amounts will not be refunded. Domains, SSL certificates, IP addresses and any additional services ordered are not eligible for refunds or partial refunds. All Sales are final on all television, video, radio, jingle or audio production services with Killerspots, Inc. If the customer wishes to cancel a project, Killerspots will issue a credit of the same amount to the customer's account. All credit amounts must be used within one calendar year of cancellation.

5. Default

In the event of a breach by the Customer of any provision of this Agreement, including its payment obligations, the Customer shall be in default and all unpaid amounts shall become immediately due and payable, and Killerspots.com shall be entitled to suspend the Services and/or terminate this Agreement immediately without notice to the Customer. Additionally, Killerspots.com is entitled to consider the Customer in default if the Customer becomes insolvent or goes into insolvent liquidation, suffers the



appointment of an administrator or receiver or enters into a voluntary forbearance arrangement with its creditors.

6. Suspension of Services

Killerspots.com may suspend all or part of the Services or the Customer's access to the Services or may (i) delete, disable or deactivate the Customer's account, block the Customer's email or IP address, or otherwise terminate the Customer's access to or use of the Services, (ii) remove and discard any Content within any account or anywhere on the Site or (iii) shut down an account, with or without notice, and with no liability of any kind to the Customer if: (a) if the Customer is delinquent on payment obligations for ten (10) days or more; (b) upon receipt of a subpoena or law enforcement request; or (c) if Killerspots.com has reason to believe that the Customer's use of the Services jeopardizes Killerspots.com's ability to provide services to others, creates a security risk, or exposes Killerspots.com to liability. Killerspots.com does not issue credits or refunds for the time during which Services are suspended due to Customer conduct.

7. Privacy Policy

Killerspots.com takes its privacy obligations very seriously, and complies with various state, federal and international privacy policies. To the extent Killerspots.com collects personally identifiable information, it does so solely for the provision of Services to its Customers and potential Customers. Killerspots.com limits access to all personally identifiable information gathered within its organization and data is never shared outside of the company. Killerspots.com may contact the Customer in connection with the Customer's subscription and use the Customer's personally identifiable information when the Customer accesses future subscriptions or utilizes the Killerspots.com applications. The Customer may also grant Killerspots.com permission within Facebook applications running on the Killerspots.com platform that allows Killerspots.com to share the Customer's activity within applications on the Facebook platform and post on the Customer's behalf. These permissions may or may not be required for the Customer to participate in certain Promotions and the Customer may revoke these permissions at any time in its Facebook privacy settings. The Customer may request that its collected personally identifiable information be deleted from Killerspots.com's systems at any time by sending its request to support@Killerspots.com. To learn more about Killerspots.com's privacy policy, please visit <https://killerspots.com/privacy-policy/>.

8. Website and Services Access

Killerspots.com grants the Customer permission to use its websites and the Services as set forth in this Terms of Service, provided that: (a) its use of the services as permitted is solely for its own use and not



for the purposes of resale or redistribution; (b) the Customer will not copy or distribute any part of the website or the services in any medium without Killerspots.com's prior written authorization; (c) the Customer will not alter or modify any part of the website or the services other than as may be reasonably necessary to use the website or the services for its intended purpose; and (d) the Customer will otherwise comply with the terms and conditions of these Terms of Service.

9. Customer Account

In order to access some features of the Services, the Customer may have to create an account with Killerspots.com. The Customer shall never use another party's Killerspots.com account without the permission of Killerspots.com. The Customer shall provide accurate and complete information when creating an account. The Customer shall not use any of the Services to impersonate any person or entity, or falsely state or otherwise misrepresent itself or its affiliation. The Customer is solely responsible for the activity that occurs on its account, and the Customer must keep its account password secure. The Customer must notify Killerspots.com immediately of any breach of security or unauthorized use of its account. Although Killerspots.com will not be liable for the Customer's losses caused by any unauthorized use of its account, the Customer may be liable to others as well as Killerspots.com if its account is used in violation of these Terms of Service.

10. Prohibitions

The Customer agrees not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that access the Customer's Web Site. Notwithstanding the foregoing, Killerspots.com grants the operators of public search engines permission to use spiders to copy materials from Killerspots.com's website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Killerspots.com reserves the right to revoke these exceptions either generally or in specific cases. Further, the Customer agrees not to collect or harvest any personally identifiable information, including account names, from the Web Site, nor to use the communication systems provided by the Web Site for any commercial solicitation purposes. The Customer agrees not to upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any form of solicitation. The Customer agrees not to solicit, for commercial purposes, any users of the Website or the services with respect to their User Submissions. The Customer agrees not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use of copying of any Content or enforce limitations on use of the Website, the Services or the Content therein.



11. Intellectual Property Rights

The content on the Website and the Services, except all User Submissions, including without limitation, the text, software, scripts, graphics, pictures, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are either owned by or licensed to Killerspots.com, Inc., and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Such Content and Marks shall not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited by the Client or any other party for any purposes whatsoever without the prior written consent of Killerspots.com, Inc. All video b-roll / content / raw footage shot by KillerSpots.com, Inc. team or its vendors to create agreed paid content for the client is the exclusive property of Killerspots.com Inc. unless otherwise agreed upon in writing. All content, including raw footage may be licensed to the client at Killerspots.com, Inc's discretion. All projects and services will remain property of Killerspots.com, Inc. until balances are paid in full. Killerspots.com, Inc. reserves all rights not expressly granted to the Website, Content and Services and Marks provided. Killerspots.com may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of Customers it believes to be willfully infringing the intellectual property rights of Killerspots.com, Inc. or third parties.

12. User Submissions and Third-Party Intellectual Property Rights

The Customer represents and warrants to Killerspots.com that all User Submission is solely owned by the Customer and does not and will not violate any law or infringe upon the rights of any third party, including, without limitation, any intellectual property rights, publicity rights, or rights of privacy. The Customer is in the best position to know if the content the Customer posts is legally allowed and should review web resources devoted to providing information about copyright and fair use. The Customer agrees to indemnify and hold Killerspots.com harmless for any claim, liability, damages, costs, and expenses (including reasonable attorney fees) arising from of or related to the User Submissions.

By signing the proposal Agreement, the Customer acknowledges and agrees to all the terms and conditions as stipulated above, including the obligation to remunerate Killerspots Agency for all services rendered. The Customer comprehends and accepts that in the event of any outstanding invoices or unsettled payments for services provided, Killerspots Agency reserves the right to pursue legal remedies to obtain said payment. Furthermore, the Customer acknowledges that failure to remit full payment shall result in legal action, for which the Customer shall be held accountable for all associated costs incurred, including but not limited to reasonable legal fees, attorney fees, and court costs. By affixing their signature to the proposal agreement, the undersigned party hereby acknowledges and agrees to the terms and conditions of this proposal, its payment terms, and the User Terms of Service, and expressly consents to be bound by the terms and conditions of the User Terms of Service.



The Customer understands that they can proceed on a month-to-month basis and cancel anytime with at least 30-day written notice. Monthly subscription of the agreed marked options on the signed proposal will be billed on the 1st of each calendar month with a credit card on file or ACH. The Customer understands that if they choose the 12-month agreement below, they are entitled to the "Add Value" listed on the signed proposal. If a customer cancels before the 12-month term, they understand that they will have to reimburse Killerspots Agency for any "Added Value" they have received at the current rate card. The monthly subscription does not include the annual domain(s) renewal. Domains will be billed separately. All client media/ digital ad spend will be billed separately. To benefit from the 'Added Value' services included in the Killerspots Agency Packages, clients must enter into a continuous agreement spanning 12 months. Should a client opt to terminate this agreement prior to the conclusion of the 12-month period for any given reason, compensation for the 'Added Value' services rendered and utilized by the client must be remunerated. The fee for such services shall be in accordance with the rate card tariffs specified below. All services utilized on a monthly basis, as listed on the signed proposal, will be evaluated for the duration they were given during the agreement period.

13. Domain Name Registration

Killerspots.com does not guarantee the availability or registration of any domain name requested by the Customer. The Customer should not assume the registration of its requested domain name(s) until they have been notified of registration by the relevant naming authority (e.g., ICANN). Any actions taken by the Customer before such notification are at the Customer's own risk. The registration and use of the Customer's domain name are subject to the terms and conditions of use applied by the relevant naming authority. The Customer is responsible for ensuring they are aware of, and comply with, those terms and conditions. Killerspots.com will not be held liable for the use of any domain name by the Customer. Any disputes between the Customer and any other person must be resolved between the parties concerned. Killerspots.com reserves the right to withhold, suspend or cancel the domain name in the event of such disputes. Killerspots.com will not release any domain name to another provider unless the Customer has paid all amounts due to Killerspots.com, including costs related to registering the domain name.

14. Customer Acknowledgments Regarding Web Site Hosting and Email

The Customer acknowledges and accepts the following limitations to the Services provided by Killerspots.com.

14.1. Accuracy of Information: Killerspots.com does not guarantee the accuracy or quality of information received by any person via the Server.



14.2. Lost or Damaged Data or Emails: Killerspots.com is not liable for any loss or damage to any data stored on the Server. Killerspots.com will make reasonable efforts to ensure the integrity and security of the Server but does not guarantee that the Server will be free from unauthorized users or hackers. The Customer is responsible for maintaining adequate insurance coverage in respect of any loss or damage to data stored on the Server.

14.3. Service Availability: Killerspots.com will make reasonable efforts to always make the Server and the Services available to the Customer, but it shall not be liable for interruptions of Service or downtime of the Server.

14.4. Account Security: The Customer is responsible for keeping secure any identification, password, and other confidential information relating to its account and shall notify Killerspots.com immediately of any known or suspected unauthorized use of its account or breach of security.

14.5. Customer Responsibilities: The Customer is responsible for observing the procedures which Killerspots.com may prescribe from time to time and shall make no use of the Server which is detrimental to other Killerspots.com customers. The Customer is responsible for monitoring its own disk/bandwidth usage and will be charged for excess usage should the Customer surpass its allotted disk/bandwidth usage.

14.6. Email Rules and Restrictions: The Customer is responsible for ensuring that all emails are sent in accordance with applicable laws and regulations and in a secure manner. Sending unsolicited mail messages, including commercial advertising and informational announcements, is expressly prohibited. The Customer will be held liable for all costs incurred by Killerspots.com as a result of its violation of these rules and restrictions.

15. Unlawful and Inappropriate Uses Prohibited

The Customer agrees to use the Web Site allocated to them only for lawful and appropriate purposes, and will comply with all applicable rules, laws, and regulations. The Customer is solely responsible for the use of the Services by any person who gains access to the Customer's data.



15.1. Unlawful Conduct: The Customer will not use the Server in any manner which infringes any law or regulation, or which infringes the rights of any third party.

15.2. Inappropriate Conduct: The Customer will not post, link to or transmit any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable as determined by Killerspots.com in any way.

15.3. Torturous Conduct: The Customer shall not post defamatory, scandalous, or private information about a person, intentionally inflict emotional distress, or violate trademarks, copyrights, or other intellectual property rights.

15.4. Consequences of Violation: Killerspots.com may, at its sole discretion, restrict, suspend, or terminate the Customer's account and/or pursue other civil remedies. Killerspots.com reserves the right to remove from its website without notice any material which it deems, in its sole discretion, inappropriate.

16. Support Services

Killerspots.com's support services currently consist of solving Server-related problems only. If the Customer requires support for scripting, there are several online tutorials available. Alternatively, the Customer may purchase Killerspots.com's technicians' services at the rate of \$265 per hour, with a half-hour minimum billed. Killerspots.com reserves the right to waive this fee at any time. Support Services can only be provided in English.

17. Disclaimer of Warranty

THE SITE, THE CONTENT, AND THE SERVICES ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES FROM KILLERSPOTS.COM OF ANY KIND, EITHER EXPRESS OR IMPLIED. KILLERSPOTS.COM EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. KILLERSPOTS.COM DOES NOT REPRESENT OR WARRANT THAT SITE CONTENT IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE SITE, THE CONTENT, OR ANY PORTION THEREOF.



18. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL KILLERSPOTS.COM, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, ASSIGNS, AND AGENTS BE LIABLE FOR ANY ACTUAL OR POTENTIAL DAMAGE THAT MAY BE CAUSED TO THE CUSTOMER, INCLUDING WITHOUT LIMITATION, ANY LOSS OF MONEY, GOODWILL, REPUTATION, SPECIAL, INDIRECT, DIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICES, EVEN IF KILLERSPOTS.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Indemnification

To the fullest extent permitted under law, the Customer will defend, indemnify, and hold Killerspots.com harmless from and against any claims, damages, losses, liabilities, costs, and expenses including reasonable attorney fees arising out of or relating to any misrepresentation or breach of this Agreement or violation of any applicable law, regulation, or order.

20. Force Majeure

Except for payment obligations, neither party will be liable to the other for any failure to perform under this Agreement during any period in which performance is delayed by circumstances beyond its reasonable control, such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, riot, embargo, labor disputes, acts of civil or military authority, war, pandemics, terrorism (including cyber terrorism), hacks, acts of God, acts or omissions of internet traffic carriers or action or omissions of regulatory or governmental authorities ("Force Majeure").

21. Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

22. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties, superseding all prior and contemporaneous agreements and understandings, whether written, oral, or implied with respect to the subject matter hereof. This Agreement may not be added to, modified, or superseded except in a writing signed by an authorized representative of the party to be charged.



23. Future Changes to this Agreement

Killerspots.com reserves the right to change the terms of this Agreement at any time. Killerspots.com will make best efforts to notify Customers in advance via email regarding changes to the terms and conditions of this Agreement. Such changes will become binding on the Customer on the date they are posted to Killerspots.com's website and no further notice by us is required upon the Customer's continued use of the Service.

24. Severability

The provisions of this agreement are separate and divisible. If any court of competent jurisdiction determines any provision of this Agreement to be void and/or unenforceable, the remaining provision or provisions will be construed as if the void and/or unenforceable provision or provisions were not included in the Agreement.

25. Notices

All notices required by this Agreement or relating to the Services herein shall be deemed given if sent by electronic means to the primary email address for the Customer on file with Killerspots.com, or if mailed postage pre-paid, registered, or certified mail, return receipt requested, or by nationally recognized overnight courier.

26. Successors and Assigns

This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. The Customer may not assign this Agreement or any rights or obligations under this Agreement to a third party without Killerspots.com's prior written consent. Killerspots.com may assign, sell, or transfer this Agreement, in whole or in part, at any time or from time to time.

27. Governing Law; JURY WAIVER

This agreement will be governed by and construed in accordance with the laws of the State of Ohio, without reference to its conflicts of laws principles. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS CONSTITUTES A WAIVER OF A TRIAL BY A COURT OR JURY.



28. No Waiver

The failure of either party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit either party's right to enforce such provision at a later time. All waivers must be in writing to be effective.