

Terms & Conditions

These Terms and Conditions, together with a signed quote (collectively, the "Agreement") govern the terms under which Built-Right Digital LLC ("BRD") may manage digital campaigns and provide services for the ADVERTISER. References to "ADVERTISER" in these Terms and Conditions means the "ADVERTISER" as specified in the signed quote.

Services. BRD and its affiliated entities shall provide the services (the "Services") to ADVERTISER.

Term: This Agreement shall commence on the effective date as indicated by signing the quote, and the term shall remain in effect until it is terminated, as provided herein. Notwithstanding the foregoing or anything herein to the contrary, ADVERTISER agrees that the term shall be for a minimum of six (6) months if ADVERTISER is engaging BRD for website maintenance services or for search engine optimization (SEO) services or for three (3) months if it is engaging BRD for paid ads services.

Indemnity and Hold Harmless: ADVERTISER agrees to indemnify, defend, protect, and hold free and harmless BRD and its officers, members, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties or losses, including, but not limited to, all attorney's fees and other costs of defense, arising in any way from the fault or negligence of ADVERTISER, its agents, employees, and sales personnel or from the publication of any editorial or ADVERTISER materials supplied by ADVERTISER, including, without limitation, any such liability arising out of copyright, privacy, or antitrust. ADVERTISER shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of BRD. BRD does hereby indemnify and hold harmless ADVERTISER and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of BRD, its agents, or employees or from the publication of any material supplied by BRD. BRD shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of ADVERTISER.

Taxes: All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this contract or otherwise in connection with the business of BRD and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by BRD, and BRD shall hold ADVERTISER harmless from any liability with respect thereto.

Assignment: This Agreement may not be assigned or transferred by ADVERTISER without BRD's prior written consent. BRD may transfer or assign its interest in this Agreement in its sole and absolute discretion.

Modification: This Agreement may be modified by BRD at any time in its sole discretion.

Ownership of Website: Notwithstanding anything herein to the contrary, ADVERTISER acknowledges and agrees that BRD retains ownership of any/all websites created for ADVERTISER during the term of this Agreement. As such, ADVERTISER will not retain any right to continue to use any websites created by BRD upon termination. ADVERTISER shall retain the rights in the domain name only. If ADVERTISER chooses to voluntarily cancel services after 6 monthly payments, ADVERTISER will be given the opportunity to purchase their website at a cost determined by BRD in its sole discretion. If ADVERTISER no longer wants their website, BRD will take down the website and cancel all advertising free of charge.

Ownership of Work Product: This is not a work-for-hire agreement. The copyright in all deliverables created under the Agreement for ADVERTISER shall belong to BRD, and BRD shall retain ownership over ADVERTISER's Google Ads account. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Services hereunder are and shall remain the sole and absolute property of BRD, subject to a worldwide, non-exclusive license to Client for its internal use as intended under this Agreement. This Agreement does not grant ADVERTISER any license to any of the BRD's products it may nor or later offer, which products must be licensed separately.

Cooperation of Advertiser: ADVERTISER agrees to comply with all reasonable requests of BRD and shall provide BRD's personnel with access to all documents and facilities as may be reasonably necessary for the performance of the Services.

BRD and ADVERTISER collectively agree to keep the terms of this Agreement and all information pertaining to the advertising sales and other information pertaining to either party's business strictly confidential except as may be required to sell Advertising. Disclosure by BRD or ADVERTISER to its attorneys, accountants, or tax advisors and sales representatives, or as may be required by law to any governmental agency or authority or to a court or arbitrator shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the terms of this Agreement. Either party shall notify the other party promptly if any such disclosure is requested or required. Neither party shall issue any press releases or public announcements pertaining to this Agreement or the Advertising Sales unless such releases or announcements have been approved by the other party prior to issuance.

Responsibility for Advertisements: ADVERTISER represents and warrants to BRD that it is fully authorized to deliver, and authorizes BRD to deliver on its partners' behalf, content through advertisements (including, without limitation, all content such as text, graphics, URLs, and sites to which URLs are linked), and that all content complies with all applicable laws and regulations. If an agency is entering into this Agreement on behalf of an ADVERTISER, Agency agrees to the foregoing representations and also represents and warrants that it is the authorized agent of ADVERTISER, and ADVERTISER is not, as of the date of this Agreement, in material breach of any agreement with or in default with respect to any amount owed to Agency. It is the responsibility of ADVERTISER or ADVERTISER to inform BRD of removed or relocated web content that may adversely affect the advertisements' ability to deliver appropriate content to visitors. BRD will not be held liable for any clicks delivered to removed or relocated web content, such as those resulting in an HTTP 404 error response code.

Additional Services. If ADVERTISER requests additional services during the term of this Agreement, those services shall be governed under the terms of this Agreement.

Miscellaneous: This Agreement shall be construed and controlled by the laws of the State of Wyoming. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by BRD and it shall not be effective until signed by ADVERTISER. If any part of the Agreement is found to be illegal or unenforceable, it will be deemed modified to the minimum extent

necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

ADVERTISER agrees that during the term of this Agreement and for fifteen (15) years following its termination for any reason, ADVERTISER shall not, either directly or indirectly, solicit or encourage or attempt to solicit or encourage any of BRD's employees, independent contractors, clients, vendors, or consultants to terminate his, her, or its relationship with BRD in order to become an employee, independent contractor, client, vendor, or consultant to or for any other person or entity.

Counts and Make Goods: BRD counts instances of Content being delivered based on requests, and BRD will issue monthly tracking reports on that basis.

Commitment and Payment Terms: Unless otherwise agreed upon, ADVERTISER will be billed in full setup upon advertising campaign onboarding call. BRD will invoice ADVERTISER for all fees under this Agreement, and ADVERTISER will pay BRD all invoiced amounts within 30 days after the date of the invoice to BRD. BRD may remove any advertisements and cancel any Agreement, if ADVERTISER is in default of its payment obligations. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on BRD income) is the responsibility of ADVERTISER.

Subcontractors and other Clients of BRD: ADVERTISER acknowledges and agrees that BRD may use subcontractors and consultants to perform the Services to be provided under this Agreement. BRD may represent, perform services for, and contract with other additional clients, persons, or companies as BRD, in its discretion, deems fit.

Relationship of the Parties: BRD is serving as an independent contractor of ADVERTISER, and as such, at no time shall be considered an employee or employer of the ADVERTISER. Nothing contained in this Agreement shall be deemed or construed for any purpose to establish, between the parties a partnership or joint venture, a principal agent relationship, or a joint employer relationship.

Termination: This Agreement may be terminated by ADVERTISER upon 90 days written notice to BRD. BRD may terminate this Agreement at any time if ADVERTISER is in default of its payment obligations. Otherwise, BRD may terminate this Agreement upon 30 days written notice.

Disclaimer of Warranties: BRD expressly disclaims all warranties with respect to its services, and all services provided to ADVERTISER are provided "as is." ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS.

Limitation of Damages: BRD'S ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL BRD BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY, AND IN NO EVENT SHALL BRD BE LIABLE FOR ADVERTISER'S INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

Force Majeure: BRD is not liable for any damages or failure to perform its obligations under this Agreement because of circumstances beyond its reasonable control.

Waiver: The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

By entering into this Agreement you affirm that you have been referred to Predictive Sales AI, and to Spectrum if your business has annual revenues of three million dollars or more. By entering into this agreement you confirm that you are not an individual dealer of the following parent company networks: Service Finance / ECN Digital marketing, LLC, BCI Acrylic dealer network including also: The Bath Planet dealer network, The Luxury Bath Dealer network, The Prime Bath dealer network, Polytek Surface Coatings, LC a/b/a Penntek Industrial Coatings, Owens Corning Sales, LLC: Preferred Contractor Network, Platinum Contractor Network, Eagle View Technologies, Inc, James Hardie Building Products, Inc. - Contractor Alliance Program, Basement Health Association, Certified Contractors Network, Kohler - Luxstone & Walk-In Bath Dealer Network, SIRVA (Allied Van Lines), Unigroup Worldwide Moving, Atlas Van Lines, Wheaton World Wide Moving, Bekins Van Lines, Inc, Lennox International, SRS Distribution.