

Studio 218, LLC Terms Agreement

1. Online Advertising and Marketing Services

Studio 218 LLC offers a variety of services to improve a website's online visibility. By engaging us, you agree to the Terms of Service set forth below. If you have questions, or if we may be of any service, please do not hesitate to contact us.

Studio 218 LLC provides search engine marketing, optimization, and associated services on a local and national basis. As such, we submit information on your behalf to search providers for whom you must agree to their terms and conditions. These providers may include, but are not limited to: Google, Yahoo, MSN/Bing, ASK, AOL, local online newspapers, Facebook, YouTube and other sites. The terms and conditions of these providers all apply. Studio 218 LLC will not share your information with any business other than in the course of securing online advertising and marketing services on your behalf.

2. Advertising Material

Studio 218 LLC has the right to place information pertaining to your business on any of the publisher and search provider websites such as those listed above and you authorize Studio 218 LLC to develop content based on information or material provided by you or your designees and collected by Studio 218 LLC including copy, form, size, text, graphics, names, addresses, phone numbers, URLs, logos, trade names, trademarks, service marks, endorsements, photographs or likenesses, and videos. Further, you represent that the material and information you provide to Studio 218 LLC is truthful, not misleading, and that you have the authority to represent this product and service information to Studio 218 LLC. Additionally, if so contracted, you authorize Studio 218 LLC to contact your customers for the sole purpose of gaining endorsements and reviews of your products and services for publication. Further, articles, press releases, and blog postings will be sent for approval before publishing. The timeliness of these pieces is critical to campaign performance. For this reason, all monthly content will be considered approved one week after the content was sent for approval unless requested edits or other communication is received from the client. Domains purchased on your behalf will be released to you within thirty (30) days after service has been terminated.

3. Unacceptable Practices

As Studio 218 LLC strives to offer the very best service, there are certain guidelines and policies that must govern Studio 218 LLC's efforts and relationships with its clients. Practices that are in violation of these guidelines and policies are strictly forbidden and may result in the immediate termination of Studio 218 LLC's services. Such decisions are at the sole discretion of Studio 218 LLC. Unacceptable practices include, but are not limited to:

Adult or pornographic material including, but not limited to, sexually explicit or suggestive material

Sexually oriented products or services (e.g. escort services), or other sexually oriented material

Nudity, including airbrushing (exceptions granted on a case-by-case basis if for medical or artistic purposes)

Lingerie websites

Offensive or otherwise distasteful material

Content or language that is harmful to minors in any way

Bulk emailing tools

Distribution of internet viruses or other harmful or destructive activities

Hacking and cracking

Scams or phishing for personal information

Solicitation of funds other than for legal charitable organization (exceptions granted on a case-by-case basis at CWS' discretion)

Illegal Gambling, gaming, lotteries, and like activities Harmful, threatening, violent, abusive, harassing, tortuous, vulgar, obscene, libelous, invasive of another's privacy, racial, chauvinistic, ethnically offensive, complaint websites, or otherwise objectionable content or language

Defamatory, hateful or revenge content or language.

Aids to pass drug tests or aids to pass lie detector tests.

Illegal activities such as ponzi schemes, pyramid schemes, fraudulent charging of credit cards, copyright violations, plagiarism,

Piracy, and all unauthorized use of materials or content that infringes on third parties' intellectual properties

Studio 218, LLC Terms Agreement

MLM without a legitimate product or service, with a front product or service, or where the primary intent is to recruit new members rather than to sell products.

Reverse Funnel Systems

Cash Gifting

Illegal drugs or drug paraphernalia

Alcohol sales

Tobacco sales

Miracle cures

Fake documents

Fireworks, pyrotechnics, firearms, explosives, or weapons.

Intentional or unintentional violations of any applicable local, state, national or international law.

Reselling of email accounts or hosting accounts to third parties.

Reselling of any Studio 218, LLC's services including, but not limited to, design services, updates, and content to third parties without a written re-seller agreement.

Spamming and all other forms of unsolicited messages including, but not limited to, spam, chain letters, and junk email.

Links to other sites that are in violation of Studio 218, LLC's policies and guidelines.

Other activities, whether lawful or unlawful, that Studio 218 LLC deems to be in poor taste or that reflect adversely on Studio 218 LLC or Studio 218 LLC's other clients.

Upon the contingency which Studio 218 LLC accepts a contract for services on this list, any and all work performed will be compensated regardless of approval by Google, Bing, Yahoo, or any other outside agency.

4. Fees

You agree to pay Studio 218 LLC monthly or fixed fees to cover the cost of placing and managing your online advertising & marketing services program up to an amount not to exceed what is stated in your most recent Studio 218 LLC Contract. Studio 218 LLC may change the maximum fees in accordance with procedures established by our search providers and publishers from time to time upon notifications.

All credit card payments require a 3% processing fee. If an account becomes 45 days past due, all campaign activities will be paused until payment is made and the account is current. At 90 days past due, the account is to be handed over to collection.

5. Payment

The Client agrees to pay Studio 218 LLC compensation for the Services agreed upon between the Client and the Company as set out in this agreement and defined in the contract, as applicable. Payments shall be made on the day that is in the invoice sent to each client for Services rendered by the Company in that month. Marketing and advertising programs may be paused if payment has not been made by payment due date; re-initiation fees may apply.

6. Term

The Studio 218 LLC Contract specifies the initial term for which program rates will be guaranteed and will be for the amount of time agreed upon by Studio 218 LLC and the client.

7. Representations and Warranties; License and Grant of Rights

You represent and warrant that you have and will continue to have the absolute and unrestricted right to publish and use all information you have provided for your advertising programs and that the content does not infringe on the rights of any third party and that it complies with all local, state and federal laws and regulations.

8. Indemnification

Each party warrants that its respective performance of the terms of this agreement will not in any way constitute knowing, intentional infringement or violation of any copyright, trade secret, trade mark, patent, invention or any other nondisclosure rights of

Studio 218, LLC Terms Agreement

any third party. You indemnify and hold harmless Studio 218 LLC against all costs (including attorney fees), damages and liabilities arising from negligent or intended acts on your part constituting the violation of any copyright, trade secret, trade mark, service mark, patent, invention, proprietary information or nondisclosure rights of any third party. To the full extent of the law, you will pay any expenses or damages to Studio 218 LLC resulting from claims made by third parties with regard to usage of material you have provided, even after termination of our Agreement.

8. No Guarantees

You acknowledge and agree that Studio 218 LLC makes no specific guarantee or warranty regarding the search providers and publishers to which it submits advertising on your behalf, including placement of paid search advertising or any specific results. Studio 218 LLC does not warrant the number of calls, clicks, impressions or website visits or that paid search advertising will appear in response to any particular query. Studio 218 LLC does not warrant that the performance will be error-free but will immediately act to correct errors once they have been identified.

9. Disclaimer of Warranties

To the maximum extent permitted by applicable law, Studio 218 LLC and its suppliers disclaim all warranties not expressly set forth in this document, whether express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to Studio 218 LLC services.

10. Limitation of Liability and Applicable Law

The maximum aggregate liability Studio 218 LLC may have to you will be limited to the total amount of fees collected from you. Studio 218 LLC will have no liability in connection with the functionality or content of any search provider or internet publisher or website not owned by Studio 218 LLC. This agreement shall be governed and construed by the laws of the State of Minnesota. Any claims against this agreement must be made within 6 months from the date of the subject of the claim, and must be made in writing to: Studio 218 ,516 E St NE, Brainerd, MN 56401 Attention: Athena Thomsen. Should a claim arise, you agree to waive a trial by jury and to first seek resolution by arbitration in Crow wing County, Minnesota using a mutually agreed upon member of the American Arbitration Association.

11. Force Majeure

Neither you nor Studio 218 LLC will be in breach of its obligations under these Terms and Conditions of Service (other than obligation to pay monies due) in the event that, for cause(s) beyond reasonable control, each party is unable to perform, in whole or in part, any one or more of its obligations. Such causes will include, but not be limited to governmental regulation, fire or other causality, inability to obtain materials or services, technical failure or difficulties, problems or interruptions of the internet, or any other cause not within the reasonable control of either party.

12. Assignment

Studio 218 LLC may assign, delegate or subcontract any rights or obligations under this Terms and Conditions of Service.

13. Miscellaneous

This Terms and Conditions of Service represent the parties' entire agreement with regard to Studio 218 LLC's provision of services. Agreement with these terms and conditions is upon signature of Studio 218 LLC's Contract, and it will be binding upon you and your successors.

14. Custom Merch

This is a nonrefundable and non-returnable service. These services are outsourced. If you are ordering custom clothing to be decorated, you are under the understanding that the designs you approve will be final and no return or replacement will be made unless the product is defective upon arrival. The washing instructions are clear with wash gentle cold/cold inside out and hang dry. These conditions are unable to be monitored at home so they are nonrefundable.

15. Authority

The person signing the Contract certifies that (s)he is lawfully authorized to purchase services on behalf of your company.

16. Effective Upon Execution

Terms and Conditions are binding on both parties on the date the Statement of Work is signed and/or payment is made.