

CARINA MEDIA TERMS AND CONDITIONS

INTRODUCTION

These Terms and Conditions constitute a binding and enforceable legal contract between Carina Media, LLC (hereinafter referred to as: "the Company", "we", or "us"), and the company/individual agreeing to these terms and conditions (hereinafter referred to as: "the Client" or "you") effective on the date the Agreement is signed, the Client checks the "I agree to the terms and conditions" checkbox online, or the invoice is paid in relation to the use of any Carina Media, LLC services. This Agreement will continue for the period agreed upon or until the Agreement is terminated in compliance with clause 26. Upon completion of the agreed period, services will expire unless the Client renews. The Client acknowledges and agrees that the Contract supersedes any prior agreement, understanding or arrangement between both parties, whether made orally or in writing, and constitutes the entire agreement between the Company and the Client relating to these Services. Therefore, except as expressly provided, all other conditions and warranties (implied, statutory, or otherwise) are hereby excluded to the fullest extent permitted by law.

You are encouraged to periodically review these Terms and Conditions to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Terms and Conditions by your continued use of our services after the date such revised Terms and Conditions is posted.

TERMS AND CONDITIONS

Last Updated June 1, 2021

These Terms shall apply to all agreements concluded between the Company and the Client to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

These Terms may be updated 1) to reflect changes in our services or how we operate our business – for example, when we add or remove services, features, technologies, revise pricing, or benefits, or 2) for legal, regulatory, or security reasons.

If the Company changes these Terms or the Order, the Company will provide the Client with a notice about the update with the date the changes will go into effect. If the Client does not agree to the new Terms, the Client should stop using the Company's services in compliance with the termination agreement in clause 26.

Please read these Terms and Conditions carefully as it will help you understand how Carina Media operates and the obligations of both parties, the Company and the Client.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms and Conditions, the following definitions apply unless otherwise stated:

'Business Day' means a day (other than a Saturday, Sunday, or public holiday) when banks in the United States of America are open for business.

'Contract' means the contract between the Company and the Client for the supply of Services governed by these Terms and the Order.

'Client' means the individual or business entity who purchases Services from the Company and whose details are set out in the Order.

'Force Majeure Event' means an event beyond the reasonable control of either party, including but not limited to strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of office or machinery, fire, flood, storm or default of suppliers or subcontractors.

'Company' means Carina Media, LLC a company incorporated in the United States of America registered in the state of North Carolina.

'Intellectual Property Rights' means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

'Quote' means the written quotation prepared by the Company which contains its proposals for providing Services to the Clients.

'Order' means the order placed by the Client through signing the Company's Quote.

'Services' means the services the Company will provide to the Client as specified in the Order.

'Specification' means the description or specification of the Services in the Order.

'Terms' means these terms and conditions as updated from time to time by the Company.

'Subcontractors' means a company or individual the Company hires to assist with the completion of the Services.

'Third-Party' means a company or entity the Company uses to offer the Services.

1.2. Where these Terms use words in their singular form, they shall also be read to include the plural form of the word and vice versa. Where these Conditions use words, which denote a particular gender, they shall be also read to include all genders and vice versa.

1.3. The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of these Terms.

2. THE CONTRACT

2.1. The Order constitutes an offer by the Client to purchase the Services in accordance with these Terms. The Client shall ensure that the terms of the Order and any relevant Specification are complete and accurate.

- 2.2. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, or when the Company has started to provide the Services having received the Order, whichever happens first, at which point the Contract shall come into existence.
- 2.3. The Contract constitutes the entire agreement between the Company to provide the Services to the Client and for the Client to purchase those Services, in accordance with these Terms.
- 2.4. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogs or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between the Company and the Client for the supply of Services.
- 2.5. A Quote for the supply of Services given by the Company shall not constitute an offer. A Quote shall only be valid for a period of 30 Days from its date of issue.

3. SERVICE MATERIALS AND PHOTOGRAPHY

- 3.1. Unless otherwise stated in the Order, the Client shall timely supply all artwork, images, type, copy, film, and other materials required for the services. All materials must be submitted in the required format; if the Company is required to convert to the proper format, the Client will be charged for the conversion. The Client represents and warrants to the Company that: (a) the Client has all required copyrights, licenses, and permissions to use the materials supplied by the Client; and (b) the materials supplied by the Client do not contain any matters that are illegal, libelous, slanderous, or scandalous, or which threaten any person's right to privacy. The Client agrees to indemnify, defend, and hold harmless the Company and its employees from any and all third-party claims, whether for copyright infringement, invasion of privacy, or otherwise, arising out of such materials.

4. WEBSITE DESIGN

- 4.1. The completed website will be included on the Company's design portfolio. For advertising purposes, the Client's website may be featured, a short bio and link may be given about the Client's company and used in the Company's marketing; this may happen at various times.
- 4.2. The Company is listed as the site creator on the copyright in the footer with a link to the Company's website.
- 4.3. If requesting changes to the website's design, structure, or features, an additional fee will be charged to the Client. If the Client needs the Company to take photos, the fee is based on mileage and time, the amount of photos is also taken into consideration.

4.4. All websites designed by the Company are also maintained by the Company, see clause 6.2 for more information. If the Client wishes to maintain the website, the website will be transferred to the Client in accordance with clause 26.5.

4.5. The Company provides a 1-month complimentary post-project support for website design, from the date the website goes live. In the unlikely event that bugs, defects, or issues are detected on the Client's website, within reason, these will be resolved during the 1-month complimentary post-project duration. Anything after this time will be charged to the Client separately.

5. WEBSITE HOSTING AND DOMAIN

5.1. The website hosting and domain are available in the following billing cycles:

- a) Yearly
- b) 2-Year
- c) 3-Year

5.2. If a free domain offer or discount are part of the Order, it is only applicable for a certain amount of time, up to 2 months from the hosting being purchased. If the domain is not connected or transferred during the stated time period, the domain offer or discount is void and the Client shall be charged the full domain fee.

5.3. If the Client requests the website to be transferred, the website hosting and domain, if applicable, will be transferred as well. Transfer requests must be in writing either via email or mail with a written explanation of the requested transfer, and the desired start date. The transfer process will start upon the agreed date and may take 10 Business Days to complete. The Company shall not be held liable for longer transfers due to Internet issues, bugs, third-party delays, or fault of the Client. Any information connected to the Company including but not limited to any code, API codes, account logins, payment information, etc. must be switched to the Client's information **before** the transfer process begins. Any custom forms created by the Company will be changed to general forms and the email notification coding will be removed.

6. WEBSITE MAINTENANCE

6.1. Website maintenance fees are subject to the Client's website design, functionality, level of coding, and customization.

6.2. All basic websites will automatically start with a basic monthly maintenance fee unless requested by the Client to pay as needed or terminate maintenance. All Ecommerce or complex websites will automatically be charged an advanced Monthly maintenance fee unless

requested by the Client to pay as needed or terminate maintenance. The Company shall not be liable for any website issues, bugs, format, or technical problems if the Client opts out of website maintenance.

6.3. If the Client requests to pay on an as-needed basis, the fee is based on time with a minimum price based on the current price list. Website monitoring **is not included** and updates to features and support will only happen upon the Client's request, billed at the current website maintenance price list.

7. GOOGLE MY BUSINESS LISTING

7.1. The Company is not held responsible for negative customer reviews or messages on the Client's website, social media accounts, or online listings. All negative customer review responses by the Company must be approved by the Client before being published. Negative customer reviews include but is not limited to 3 stars or below.

7.2. If the Client overlaps the Company's services by editing the Company's responses to reviews, responding to reviews before the Company, changing information on the listing, or uploading duplicate posts, the Company reserves the right to stop the overlapping service and continue the service fee.

7.3. If the Company is the "primary owner" of the Client's Google Listing account, a monthly maintenance/service fee will be charged to the Client regardless of work performed.

8. DIGITAL MARKETING

8.1. Content and information for social media posts shall be sent by the Client to the Company no later than *5 Business Days* prior to needing it posted. If the Company is creating bulk content, the Client shall send the content and information a month prior to needing it posted. If the content or information is not received in a timely manner, the Company shall not be held liable for the delay or failure to post.

8.2. Sending bulk information and/or content is strongly preferred to adequately design and schedule quality posts consistently. It is the Client's responsibility to provide the required information and content in a timely manner and in the appropriate format.

8.3. If the Client cancels a Digital Marketing service, includes Social Media Marketing and Email Marketing, in the appropriate manner as described in clause 26.2, any scheduled posts or email campaigns 7 Days after the cancellation date will be terminated.

9. BRAND DESIGN/GRAPHIC DESIGN

9.1. The Company shall email the Client the approved final design in the applicable formats including but not limited to PNG, JPEG/JPG, and PDF.

10. ONLINE ADS

10.1. Ads include but are not limited to Google Ads, Facebook Ads, Facebook Boosts, and Instagram Ads.

10.2. Each Ad created by the Company must be approved in writing by the Client.

11. CONSULTATION

11.1. An introductory consultation/discovery call is complimentary and lasts up to 1 hour. If time goes over, the Company reserves the right to charge the Client for the additional time.

11.2. If the Client needs to reschedule, the Client must notify the Company within 24 hours before the appointment. If the Client needs to cancel, the Client must notify the Company within 48 hours before the appointment. If rescheduling or canceling, the Client will be charged the amount due from work done prior to the reschedule or cancellation.

12. MISCELLANEOUS MARKETING SERVICES

12.1. Any service(s) performed not mentioned specifically in these Terms and Conditions will be held to these same Terms and Conditions and the payment and timeline details will be listed on the Order. If the details are not listed, the service(s) will be based on general payment and timeline guidelines.

13. TECHNICAL SUPPORT, TRAINING, AND WORK IN PROGRESS MEETINGS

13.1. The Company is not a technology or engineering company, therefore any data, battery, equipment, electrical, WIFI, technology settings, or functionality are not the Company's responsibility or knowledge. The Company shall not be held liable for technology errors, bugs, or issues. It is up to the Client to use the appropriate technological equipment. If the Client needs tech support or assistance, the Company may recommend a provider of that service(s) but is not required to assist or give recommendations. If the Company chooses to assist the Client with basic technology, device settings, or online issue, the Client will be charged a support fee based on time with a minimum fee based on the current price list.

13.2. If the Company is meeting the Client at the Client's location, the Client will be charged a travel fee based on mileage.

13.3. If the Client needs additional meetings in person at the Client's location and the time limit goes beyond 1 hour, the Client will be charged additional fees based on time.

13.4. If additional training above and beyond the training given as part of the Order, the Company shall provide a Quote with the estimated fee.

14. CHANGES, REVISIONS, AND ADDITIONS DURING DEVELOPMENT

14.1. The Client is allowed 2 rounds of revisions for minor changes to the content, images, or other basic content features on the Order. Beyond the 2 rounds of revisions for minor changes the Client will be charged. This includes but is not limited to minor revisions that prolong the timeline as noted in clause 15, or revisions that impact the structure, design, and/or development of the service. The Client will be notified of the additional fee and approval must be received in writing before the Company proceeds with the revisions.

15. TIMELINE

15.1. The timeline proposed for the Client's project is based on information, dates, and content the Client provides the Company, the ability for the Company to provide adequate resources for the Order, and the office hours of the Company.

15.2. Timelines vary upon level of complexity, features, issues that may arise, the Client's timeliness, requests, and unforeseen circumstances. Average Timelines for each service are below and should be used as a guideline:

- a) Websites: 1 month
- b) Ecommerce/Complex Websites: 2 months
- c) Website Maintenance: 2 days
- d) Google My Business Listing Set-Up: 1 week
- e) Google My Business Listing Maintenance: 2 days
- f) Responding to Customer Reviews: 24 hours
- g) Digital Marketing: 1 week
- h) Branding/Graphic Design: 1 week
- i) Proofreading/Editing: 1 week
- j) Ads: 1 week
- k) Introductory Consultation: 1 hour
- l) Marketing Consultation: 1 hour

15.3. If the Client changes any of the following, there will be a charge based on the extra time required for the Company's time and resources. The Client will be notified about the additional estimated fees and shall approve, in writing, the additional changes before the Company performs any further work on the Order or service:

- a) The start date of the Order or service(s);
- b) The launch date for the Order or service(s);
- c) The overall design, adding features, coding, or content of the Order or service(s).

16. TESTING

16.1. The Company shall perform tests on certain services to ensure everything is working properly and functioning as requested before the Order or service launches or goes live. This includes but is not limited to:

- a) Browser testing;
- b) Device testing: desktop, laptop, and mobile;
- c) Code performance;
- d) Website forms testing;
- e) Ecommerce performance;
- f) Basic SEO setup

17. COMPANY OBLIGATIONS AND WARRANTIES

17.1. The Company warrants that it will provide the Services as stipulated in the Order using reasonable care and skill to conform in all material respects with the Specification.

17.2. The Company shall use all reasonable endeavors to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the provision of the Services. The Company shall not be liable for any delay in delivery of the Services caused by a *Force Majeure* event or the Client's failure to provide the Company with adequate delivery instructions or any other instructions relevant to the supply of the Services.

17.3. The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or industry changes.

17.4. The Company shall be entitled to use Subcontractors for the provision of the Services provided always that the Company shall remain liable to the Client for the performance of the Services as if it had carried them out itself.

18. CLIENT'S OBLIGATIONS AND INDEMNITIES

- 18.1. The Client shall provide assistance and technical information to the Company, as reasonably required by the Company in sufficient time to facilitate the execution of an Order in accordance with any estimated delivery dates or milestones. The Client shall have sole responsibility for ensuring the accuracy of all information provided to the Company and warrants and undertakes to the Company that the Client's employees assisting in the execution of an Order have the necessary skills and authority.
- 18.2. The Client shall be obliged as quickly as possible and within the agreed deadline to comment on and or approve materials provided under the Services, including (without limitation) advertising copy, search terms and graphic material submitted by the Company. In addition, the Client shall be obliged as quickly as possible and within the agreed deadline to implement changes on websites, in IT systems or where it may otherwise be required by the Company.
- 18.3. The Client has full and final responsibility for proof approval. By approving the proof for the subject piece on an Order, the Client accepts and approves the format, layout, color, copy, type, spelling, text, and content of the piece, and accept responsibility for any errors or omissions therein. The Client will not hold the Company responsible or liable for any costs, expenses, or other damages resulting from errors or omissions contained in the approved proof, or from the Client's failure to timely approve any proofs.
- 18.4. The Client shall be obliged to inform the Company immediately of changes of domain names, websites, technical setup, and any other material information which may affect the Services delivered by the Company.
- 18.5. In the event that the Client fails to undertake those acts or provide those materials required under clause 3 and this clause 18 within any agreed deadline (and at least within 15 Business Days of the date requested by the Company) the Company shall be entitled to invoice for the Services that it has supplied, and the remaining Services specified in the Order whether or not the Company has been able to deliver them.
- 18.6. The Client shall indemnify and keep the Company indemnified fully against all liabilities, costs and expenses whatsoever and howsoever incurred by the Company in respect of any third parties as a result of the provision of the Services in accordance with the Order, Specification, or the content of the Client's advertising or web pages which result in claims or proceedings against the Company for infringement of any Intellectual Property Rights or other proprietary rights of third parties, or for breach of confidentiality or contract or for defamation.
- 18.7. The Client undertakes to comply with all applicable rules, regulations, codes of practice and laws relating to its use of the Services, and hereby agrees to indemnify and to keep the Company indemnified in respect of any and all costs, claims or proceedings whatsoever brought against the Company by any third-party in connection with any breach of the same by the Client.
- 18.8. As standard across the Services and unless otherwise notified, the Client shall be exclusively responsible for implementing the optimization changes recommended by the Company. As

notified by the Company, in certain cases for amendments to existing optimizations, the Client shall allow the Company use of the site's FTP or content management system's username and password in order to gain access to add in keywords or account username and passwords to access email, social media, or an account that is needed to modify in order to complete the Order or Services.

18.9. The Company requires that prior notice be given for any alterations relating to the Client's website(s) that may affect the services supplied by the Company. If alterations are made by the Client or a third-party to the Client's site(s) search engine placements may be affected and the Company cannot be held responsible.

18.10. The Company advises that regular, fresh content added to the site will help to improve the stability of rankings within search engines and the Client understands that regular, unique content plays an important part in the success of a website and failure to add unique content will lessen the impact of SEO services.

19. PRICES

19.1. Unless otherwise expressly stated, all prices shall be in U.S. Dollars. In the event that duties are introduced or changed after the conclusion of an Order, the Company shall be entitled to adjust the agreed prices accordingly. The Company reserves the right to change its fees at any time, upon notice to the Client if such change may affect the Client's existing services. Price changes to monthly services will be implemented on the following month's invoice. Prices are subject to change based on time, features requested, and changes to the service. Invoices will be based on prices in effect at the time the service is requested.

19.2. If the Client received a discount or other promotional offer, the Company has the right to automatically and without notice renew the service(s) at the full applicable fee, unless the service is canceled in writing prior to the renewal date.

19.3. Any additional services requested by the Client and not covered in the Quote or Invoice will incur additional charges. By agreeing to the Terms and the Order, the Client agrees to pay the Company any additional fees for any services requested that are started or completed.

19.4. Changes in the specifications, schedule, timeline, or other aspects of the Services that are requested or approved by the Client do not become legally binding upon the Company unless accepted by the Company in writing. Any such changes may result in additional or increased charges, and the Client agrees to pay such increased charges.

19.5. The Client acknowledges that certain Services may involve the licensing of third-party Intellectual Property Rights and that the Client may be required to enter into a license directly with such third-party. Unless otherwise expressly stated, all prices shall be exclusive of costs for the acquisition of Intellectual Property Rights for materials to be included in marketing materials, including if relevant (but without limitation) pictures and licenses from third-party owners and licensors.

19.6. The price stated in the Order shall be an estimate based on a qualified estimate of the number of hours required to provide the Services. This is an estimate only and Services shall be invoiced in accordance with the actual number of hours spent in accordance with the price set out in the Order or Quote and in the event that the price is not so stipulated, the Client shall be charged at the hourly rate specified in the Company's then current price list. The Company shall be obliged to update the estimate and budgets on an ongoing basis following, among other things, changes made to an Order.

19.7. Whilst every effort is made to ensure that costing estimates are accurate, the Company reserves the right to amend any estimate, should an error or omission have been made.

20. PAYMENT

20.1. The Company shall invoice the Client before payment is due, or upon the timeframe stated on the Quote or Invoice for service(s) chosen, either in advance or following Services completed. Before the Company begins any work, Clients are required to pay a non-refundable deposit. It will be deducted from the Client's invoice when the work detailed in an Order has been completed. Full payment is due even if the service(s) has not been completed if the Company is waiting on the Client in order to complete the service.

20.2. If the Client does not pay an invoice when it is due the service(s) will stop immediately until full payment is received.

20.3. Acceptable forms of payment include:

- a) Cash, if paying In-Person
- b) Check, if a resident of the United States of America (By Mail or In-Person)
- c) Credit/Debit Card

20.4. A 50% deposit **must** be paid before work begins, unless otherwise stated. Payment is **due upon receipt**. The Client shall pay the invoice submitted by the Company within the timeframe listed below and in cleared funds in accordance with clause 20.7 below. The invoice number shall be stated on all payments.

- a) Website Design: remaining balance must be paid **BEFORE** the website goes live.
- b) Website Hosting & Domain: payment is due 1 month in advance due to connection and Internet functionality.
- c) Website Maintenance: payment is due **BEFORE** the 1st of the month.
- d) Google My Business Listing: payment is due **BEFORE** the 1st of the month.

- e) Digital Marketing includes Social Media and Email Marketing: payment is due **BEFORE** the 1st of the month.
- f) Brand Design/Graphic Design: payment is based on time and the remaining balance is due **BEFORE** the final design is handed over to the Client or launched.
- g) Proofreading/Editing: payment is based on time and the remaining balance is due **BEFORE** material is handed over.
- h) Online Ads: the remaining balance is due **BEFORE** the Ad goes live.
- i) Consultation: payment is due at the time of the appointment, unless the Client is paying by check, which a deposit must be received and approved **BEFORE** the appointment. The fee is based on time and services requested with a minimum price based on the current price list.

20.5.A convenience fee is added to the total of an Order if the Client pays online or with a Credit/Debit Card.

20.6.If a Check bounces, the Client will be charged a bounced fee. If the check bounces a second time, the Client must pay the amount due plus the bounced fees via another form of payment. See **clause 20.3** for payment options.

20.7.The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Company to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Company to the Client.

20.8.NO REFUNDS GIVEN FOR SERVICES STARTED OR COMPLETED

20.9.The Company reserves the right to deny a late payment extension. The Company expressly reserves all rights at all times to bring any legal action it considers appropriate to recover any unpaid sums.

20.10. Late payment shall be considered as constituting a material breach of the Contract entitling the Company (at its discretion) to cancel the Contract or to affirm the Contract and assert the usual remedies for breach.

20.11. A reinstatement fee will be billed to the Client if:

- a) The Client has not paid in full an invoice within 5 business days of the due date;
- b) The Client leaves the Company and wants to rehire the Company;

c) the Client is terminated by the Company and is later reinstated.

20.12. In the event that the Services cannot be delivered either in full or in part due to the Client's failure to assist or delay in assisting in the execution of the Order, the Company shall be entitled to charge to the Client an estimated amount, corresponding to the amount that would have been due had the Services been rendered in accordance with the Order. the Company shall be entitled to payment on the basis of the Company's price list applicable from time to time for any additional work required because of the Client's failure to assist or delay in assisting.

20.13. If the Client subsequently requires the Company to complete the work within a shorter time frame than specified in the Order the Company reserves the right to charge additional monies to prioritize such projects ahead of pre-planned work.

20.14. If the Client requests after-hours work and the service is performed after-hours by the Company, the Client will be charged an after-hours rate based on the current price list. The Company is not obligated to work or respond to the Client after-hours or on days outside of a *Business Day*.

21. DELAYS AND COMPLAINTS

21.1. In the event that the Client proves that the Services are delayed or not in accordance with the Contract, the Company shall be obliged to remedy or redeliver, at its own discretion, without undue delay. In the event that the Services continue to be not in accordance with the Contract after reasonable attempts have been made to remedy this, the Client shall be entitled to cancel the Order in accordance with clause 26.3 a), provided that the breach is material.

21.2. Complaints concerning delays or breach of Contract shall be submitted immediately after the time when the Client became or should have become aware of the matter. If the Client fails to bring the defect (unless by its very nature it is impossible to ascertain within such a period) to the attention of the Company within 48 hours the Client shall be deemed to have accepted the Services and shall not be entitled to assert remedies based on delays or breach of Contract.

21.3. The Client hereby acknowledges that certain Services rely upon goods and/or services being provided by third parties ('**Third-Party Services**'). The Client acknowledges that the Third-Party Services will be governed by that third parties' terms and conditions and that the Company cannot provide any warranties in respect of the Third-Party's Services and will not be liable to the Client for any delays and/or failings in respect of the same. Providers of Third-Party Services may provide their own warranties to the Client and the Client must satisfy itself whether or not such warranties (where given) are acceptable for the Client's business purposes or risk management policies.

21.4. The Company's only responsibility in respect of the Third-Party Services is to take reasonable care and skill when selecting the providers of the same.

21.5. The Client's exclusive remedies for late delivery or Services not conforming with the Contract are as specified in this clause 21 and, if the remedies set out in these Terms have been exhausted, the Client's final remedy is limited to cancellation of the Contract and the Company's sole liability is to refund any payments for Services not conforming with the Contract, subject to the limitations set out in clause 23 below.

22. LIABILITY

22.1. Except as expressly stated in this clause 22, the Company shall have no liability to the Client for any loss or damage whatsoever arising from or in connection with the provision of the Services or for any claim made against the Client by any third-party.

22.2. Without prejudice to the generality of clause 22.1 above, the Company shall have no liability for any losses or damages which may be suffered by the Client whether the same are suffered directly or indirectly or are immediate or consequential which fall into the following categories:

- a) Any indirect or consequential loss arising under or in relation to the Contract even though the Company was aware of the circumstances in which such loss could arise and has informed the Client;
- b) Loss of profits; loss of anticipated savings; loss of business opportunity or goodwill;
- c) Loss of data; and
- d) Fraudulent clicks on any of the Client's accounts managed by the Company.

22.3. To the extent such liability is not excluded by sub-clauses 22.1, 22.2 and clause 23 below, the Company's total liability (whether in contract, tort (including negligence or otherwise)) under or in connection with the Contract or based on any claim for indemnity or contribution (including for damage to tangible property) or otherwise will not in any event exceed 50% of the sum invoiced for the Services.

22.4. The Company is not responsible for any negative feedback regarding the Client's product or service.

22.5. Any information provided by the Company is not legal advice with respect to any laws or requirements applicable to the Client's business or service and the Client shall not rely upon it as such. The Company strongly recommends that the Client seek professional legal advice to understand and to prepare for possible requirements for the Client's business.

23. OTHER LIMITATIONS OF LIABILITY

23.1. The Company shall not be liable for downtimes, interference in the form of hacking, virus, disruptions, interruptions, faulty third-party software, search engines or websites on which a service is dependent or other deliveries from a third-party. The Company shall use its

reasonable efforts to assist in remedial efforts if so, requested by the Client. Any work connected with remedial efforts as described above shall be charged to the Client separately in accordance with these Terms or (at the Company's discretion) the Company's price list applicable from time to time.

23.2. The Company shall not be liable for any changes made without notice by the Client or a third-party employed by the Client to domain names, websites, links, technical setup etc. and affecting the Services delivered by the Company. Preceding or subsequent work connected with any adjustments required as a result of such changes shall be charged to the Client in accordance with these Terms or on the basis of the Company's price list applicable from time to time at the Company's discretion.

23.3. The Company shall use all reasonable endeavors to deliver Services relating to search engine optimization, links, advertisements, banners, pay per click and Google analytics in accordance with the guidelines applicable to the relevant search engines. However, the Company shall not be liable for delayed or non-conforming performance due to changes made to standard terms, assessment algorithms, search criteria, viewing policy, prices and campaign offers or other matters beyond the Company's control and reserves the right to make changes to Services as a result of the same. In addition, the Company shall not be liable for other changes or discontinuation of search engines.

23.4. The Company shall not be liable for Services relating to search engine optimization, link building, advertisements, banners, or sponsorships leading to a minimum number of views, position, or frequency in searches on relevant words or otherwise. In addition, the Company shall not be liable for ensuring that such Services lead to a certain volume of traffic, number of clicks, registrations, purchases, or the like.

23.5. The Company shall not be responsible for URLs dropped or excluded by a search engine for any reason.

23.6. If the Client does not implement some or all of the Company's recommendations, the Company shall not bear any liability for any lack of success experienced by the Client relating to the Services.

24. INTELLECTUAL PROPERTY RIGHTS

24.1. It is the responsibility of the Client to ensure that they have the right to use any Intellectual Property Rights when they provide any text, image, or representation ("**Materials**") to the Company for incorporation into the Services and the Client hereby grants or agrees to procure the grant of (as applicable) an irrevocable license to the Company to use such Materials for the purposes of providing the Services for the duration of the Contract.

24.2. The Client shall be responsible for ensuring that the contents of Materials which the Client has contributed or approved are not in contravention of legislation, decency, marketing rules or

any other third-party rights. the Company shall be entitled to reject and delete such material without incurring any liability. In addition, the Company shall be entitled to cancel the Order.

24.3. The Client shall indemnify the Company against all damages, losses and expenses suffered or incurred by the Company as a result of the Materials which the Client has contributed or approved being in contravention of legislation, decency, marketing rules or any action that any such Materials infringe any Intellectual Property Rights of a third-party.

24.4. The parties shall be obliged to notify the other party without undue delay of any claims raised against a party as described above.

24.5. Unless expressly stated otherwise in these Terms or in an Order, the Intellectual Property Rights created, developed, subsisting, or used in connection with the Services and whether in existence at the date hereof or created in the future shall vest in and be the property of the Company or the relevant third-party from whom the Company has acquired a right of use with a view to executing the Order. The Client agrees to execute and deliver such documents and perform such acts as may be necessary from time to time to ensure such Intellectual Property Rights vest in the Company.

24.6. The Intellectual Property Rights as mentioned in clause 24.2 shall not be used, assigned, distributed, copied, forwarded to online or offline activities by the Client without a separate, express written agreement.

24.7. If the Company makes software, scripts, ASP services etc. available to the Client as part of the execution of an Order, the Client shall only acquire a non-exclusive personal nontransferable license to use such material until the Services under this agreement cease.

24.8. The Client hereby irrevocably licenses the Company to use and display the Client's name, figure, logo etc. as a reference on the Company's website, other marketing materials or types of media whilst they are a Client of the Company and for 18 months after the Contract terminates. The Client agrees to send the Company its most recent logo or figure as and when it is amended from time to time.

24.9. Website designs and graphic designs that are created by the Company are subject to copyright and may only be used with written permission from the Company.

25. CONFIDENTIALITY AND PERSONAL DATA

25.1. A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the

Receiving Party's obligations under the Contract, and shall ensure that such employees, agents, or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of the Contract.

25.2. During the term of the Contract and for a period ending 5 years from the date of its conclusion, the Company shall take the same care as the Company uses with its own confidential information, to avoid, without the Client's consent, the disclosure to any third-party (except a subcontractor working on the Services who is subject to similar undertakings of confidentiality) of any of the Client's business or operational information which the Client has designated as confidential.

25.3. The obligation in clause 25.2 shall not apply to any information which is or becomes publicly available otherwise than through a breach of this agreement, is already or rightly comes into the Company's possession without an accompanying obligation of confidence, is independently developed by the Company, or which the Company is required to disclose by law.

25.4. During the term of the Contract and for a period ending 5 years from termination thereof, the Client will not disclose to any persons within its organization that do not have a need to know, or to any third-party, any information and non-Client materials provided by the Company concerning the method or approach the Company uses in providing the Services.

25.5. Each party agrees to comply with its respective obligations under the Data Protection Act of 2020.

25.6. The Client shall be obliged to indemnify the Company for any loss, including costs incidental to legal proceedings, suffered by the Company as a result of the processing of personal data which the Client has contributed being in contravention of the Data Protection Act of 2020 or marketing law. The parties shall be obliged to notify the other party without undue delay of any claims raised against a party as described in the present clause.

26. TERM, TERMINATION AND ASSIGNMENT

26.1. The Contract shall renew automatically for a further term of one year at the end of each year unless and until either party notifies the other of its wish to terminate the Contract at the expiry of the current year by giving the other party at least 30 days' written notice to expire at the end of that Contract term.

26.2. To Cancel a service(s), the Client shall send an email or written letter with the service(s) the Client is canceling, the desired cancellation date, and a brief explanation for the cancellation. The Company will terminate the contract and stop the service(s) in question on the agreed upon cancellation date. If no cancellation date is given for Digital Marketing, Website Hosting, Website Domain, or non-scheduled services, the Company will terminate the service(s) immediately unless otherwise stated.

26.3. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if the other party:

- a) commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- b) becomes or is insolvent or is unable to pay its debts or (except for the purposes of a genuine amalgamation or reconstruction) a petition is presented or meeting convened or resolution passed for winding up the defaulting party or the defaulting party enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver, administrator, or administrative receiver appointed over all or any part of its assets or the defaulting party ceases to carry on all or a substantial part of its business.

26.4. The Company has the right to terminate an agreement/contract without a refund:

- a) If payment is late 5 business days from the due date;
- b) If payment is late 2 times within a year;
- c) For any reason with 30 days advance notice effective as of the expiration of the notice period

26.5. Upon termination, for any reason, the parties shall be obliged to return all materials received from the other pursuant to the Contract without undue delay. If relevant, in the case the Client restricts access to the Company, the Client shall be obliged to remove codes connected to the Company, information connected to the Company, etc., from websites without undue delay. If the Client fails to do so, the Company shall be entitled to invoice the Client in line with its then current terms and conditions for subsequent Services without such invoicing amounting to a waiver of the Company's right to terminate the Contract. If payment is not received within the specified timeframe, the Company reserves the right to disconnect any information linked to the Company that is connected to the Client's website.

26.6. Upon termination, for reason apart from late payment or unpaid sums, the Company shall transfer the website (see clause 26.7 for details and exclusions), domain, social media account(s), or other material listed in the Order to the Client and the Company reserves the right to charge a transfer of materials fee. Any payment, company information, coding, or other information that is connected to the Company will be switched to the Client's information before transferring the materials. If the Client does not provide required information in a reasonable timeframe, not exceeding 1 month from termination, the Company is not liable for the material, the material will be unpublished, and the Company reserves the right to delete it after 1 year or 1 week before the next payment is due, whichever comes first.

26.7. The website (design & hosting) will only be transferred if the Client has an account with the same hosting site the Company used to create the website. If the Client does not have an

account with the same hosting site the Company used to create the website, the website will remain the property of the Company. Currently, website files are not available for downloading and sending.

26.8. The Client shall not be permitted to assign or transfer all or any part of its rights or obligations under the Contract and these Terms without the prior written consent of the Company.

26.9. The Company shall be entitled to assign or subcontract any of its rights or obligations under the Contract and these Terms and the Client acknowledges that certain elements of the Services will be provided by third parties.

27. FORCE MAJEURE

27.1. Neither party shall be held liable for a Force Majeure Event.

27.2. If a party believes that a Force Majeure Event has occurred, such party shall immediately inform the other party of the start and end of the Force Majeure Event.

27.3. Notwithstanding the other provisions of the present Terms, each party shall be entitled to terminate the Contract without liability to the other by written notice to the other party in the event that the performance of the Contract is impeded for more than 6 months due to a Force Majeure Event.

28. MISCELLANEOUS

28.1. The Company reserves the right to modify or discontinue, temporarily or permanently, the Services with or without notice to the Client and the Company shall not be liable to the Client or any third-party for any modification to or discontinuance of these Services save for the return of any prepaid sums in connection with the provision of the Services which are subsequently not provided.

28.2. The Company shall be free to provide its Services to third parties whether during or following the provision of the Services to the Client.

28.3. During the term of the Contract and for a period of 12 months thereafter, the Client agrees not to employ or engage or offer to employ or engage anyone designated by the Company to work on the Services unless approved in writing by the president/owner of the Company.

28.4. The failure of either party to enforce or to exercise at any time or for any period of time any right pursuant to these Terms does not constitute, and shall not be construed as, a waiver of such terms or rights and shall in no way affect that party's right later to enforce or to exercise it.

28.5.If any term of these Terms is found illegal, invalid, or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining Terms, be deemed omitted from these Terms and shall in no way affect the legality, validity or enforceability of the remaining Terms which shall continue in full force and effect and be binding on the parties to the Contract.

28.6.A person who is not a party to the Contract shall not have any rights under or in connection with it.

28.7.All notices must be in writing to Carina Media, LLC, PO BOX 483, Madison, NC 27025, or such address as is advised by the Company, or emailed to marketing@carinamedia.com.

28.8. The Client authorizes the Company to list it as a client on the Company's website and on any other internal and/or external promotional materials and communications.

29. LAW AND JURISDICTION

29.1.Disputes shall be resolved as follows:

- a) A negotiated outcome: the Company and the Client agree to come together and negotiate an outcome that is suitable for both parties.
- b) A mediated outcome: both parties use the services of an independent mediator to help them arrive at a suitable outcome for both parties (each party is liable for their own costs).
- c) An arbitrated or adjudicated outcome: an independent arbitrator or court determines how the dispute is to be resolved and makes a binding decision or order to this effect (each party is liable for their own costs).

29.2.The Company and the Client shall be obliged to attempt to settle any disputes arising between them including disputes relating to the existence or validity of the Contract through negotiation provided always that either party shall be entitled at all times to exercise any of its other remedies including through taking legal action.

29.3. The Contract shall be governed by and construed in accordance with the law of the United States of America and the parties hereby agree to submit to the non-exclusive jurisdiction of the United States courts.

30. AUTHORITY.

30.1.The person(s) entering into this Agreement certifies that (s)he is lawfully authorized to purchase services on behalf of their respective company and represents and warrants that 1) (s)he has full legal authority to bind the employer, or their applicable entity, to these terms and conditions; 2) (s)he has read and understands this Agreement; 3) (s)he agrees, on behalf of the party that (s)he represents, to this Agreement. If (s)he does not have the legal authority to bind

their employer, please do not check the checkbox for the "I agree to the terms and conditions", sign the Quote or Invoice, or sign this Agreement.