

# Memo

**To:** Carla Rossiter Smith  
**From:** Tammy J. Heon  
**cc:** Jodi Florio, Georgia Lim  
**Date:** January 23, 2023  
**Re:** Sole Source - ITI Digital Marketing

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ITI Digital Marketing is a strategic business partner for the Tourism Department, providing multiple areas of service, including:

- Website hosting and support for FloridasAdventureCoast.com; including ongoing page development and optimization.
- ITI Digital DXP Modules provide automation for interactive Places, Events, and Customizable Itineraries on FloridasAdventureCoast.com
- Advanced SEO
- SEM Campaigns, including Search, Google Ads, Email, and social media components
- Mobile Optimization

ITI Digital Marketing is a key vendor and business partner for the Tourism Department, providing both website and marketing services, as well as integrated advertising programs.

ITI provides the Software as a Service (SaaS) modules that comprise the backbone of our website; the DXP feeds for our Calendar of Events, our Places or Partner Listings and our Itinerary and Trip Builder technology. These fully integrated tools automate key functions of the department and provide a seamless user experience for anyone exploring our website and planning a trip.

The “I’m Going” Events feed pulls directly from our Partners’ Facebook events, as well as Evently and Eventbrite. This has eliminated the bulk of the manual entry in maintaining our events calendar, our most viewed content. The tool also allows us to create a weekly calendar of events newsletter with just a few clicks.

The Places feed pulls all our partner listing into our website via ‘Google my Business’ profiles and allows us to curate them by category on the appropriate page. Visitors to FloridasAdventureCoast.com can learn all they need to know about any particular adventure and on the same content page, find the appropriate local businesses, trail, park or boat ramp.

The Itinerary and Trip Builder technology allows us to promote specific trails, such as The Mermaid Tale Trail or the Kegs, Casks and Corks Trail, featuring our craft spirits partners. These are pulling directly from the Places feed and will also allow the inclusion of events into an itinerary. All these itineraries and custom-built trips are sharable via social media, email and mobile, expanding our reach organically.

ITI has built and hosts our website, including these integrated DXP modules, allowing for seamless maintenance and coordinating of our marketing programs and projects.

In addition to our website, ITI Digital provides SEO and SEM marketing and advertising programs. As technology blurs the lines between marketing and advertising, having a vendor that functions in much the way an agency of record would, with a wholistic view of the programs and priorities, without the overhead, has been invaluable.

Their multi-channel Search Engine Marketing Campaigns (SEM) with storytelling, email, social media and Google AdWords, also include the creation of custom landing pages on our website, incorporate the custom itinerary created for the story and campaign. These strategies make them a preferred provider and single source for advertising for these particular campaigns.

All individual advertising campaigns and programs are reviewed as part of the overall marketing and media plans, and are reviewed and approved by both Valerie Pianta, Economic Development Director, and the Tourist Development Council.

While advertising programs and vendors are reviewed regularly, our website vendor, host and DXP provider will be our sole provider of these services for at least the next three years. Including SEO and advertising programs, Staff requests the contract allow for spending up to \$144,865. A breakdown of the fiscal year's expenditures is attached.

The Terms & conditions were previously approved by both legal and tech services. A copy of the legal stamped document is attached.

Thank you,

A handwritten signature in black ink, appearing to read "Tammy J. Heon". The signature is fluid and cursive, with a large loop at the end.

Tammy J. Heon  
Manager, Tourism Development

**ITI Digital Marketing  
Sole Source Contract Spending FY 2022-2023**

<b>5304805</b>	<b>Promo - Website &amp; Related Expenses</b>	<b>Fall/Winter Expenditures</b>	<b>Spring/Summer Expenditures</b>	<b>Annual Expenditures</b>
	Hosting			\$14,000
	Mobile Site Optimization	\$10,000		\$10,000
	Additional Page Development	\$5,000		\$5,000
	<b>Total Website &amp; Related</b>			<b>\$29,000</b>
<b>5304807</b>	<b>Promo-Internet Adv&amp;Mrktg</b>	<b>Fall/Winter Expenditures</b>	<b>Spring/Summer Expenditures</b>	<b>Annual Expenditures</b>
	Onsite SEO			\$20,000
	Google Adwords-Domestic	\$18,000	\$15,000	\$33,000
	<b>Total Promo - Internet Advertising</b>			<b>\$53,000</b>
<b>5304814</b>	<b>Promo - Multimedia Campaigns</b>	<b>Fall/Winter Expenditures</b>	<b>Spring/Summer Expenditures</b>	<b>Annual Expenditures</b>
	SEM-Storytelling, ENL, Social, Custom Landing Pages	\$21,000	\$17,500	\$38,500
	<b>Total Promo - Multimedia</b>			<b>\$38,500</b>
<b>Total ITI Contract</b>				<b>\$120,500</b>

## Agreement of Services

Contact Information	
Date	10/12/2022
Company	<b>Hernando County Tourism Dept</b>
Contact	Tammy Heon
Title	Manager, Tourism Development
Address	205 E. Ft. Dade Avenue, Brooksville, Florida 34601
Phone	352-754-4405
eMail	THeon@floridasadventurecoast.com
URL	floridasadventurecoast.com

Agency Services	
Description	<ul style="list-style-type: none"> <li>• <b>WordPress Website Hosting &amp; Support (\$14,000) - <a href="http://floridasadventurecoast.com">floridasadventurecoast.com</a></b></li> <li>• <b>Mobile Website Optimization (\$10,000)</b></li> <li>• <b>New WordPress Website Pages (\$5,000)</b></li> </ul>
Contract Period	December 1, 2022 - September 30, 2023
Agency Fee	<p><b>\$29,000</b></p> <p>Payment Terms:            50% (\$14,500) due by February 28, 2023            Remaining 50% in two installments (\$4,833.33) due March 2023, June 2023 and one installment (\$4,833.34) September 2023            Invoices will be sent upon receipt of the purchase order.</p>
Notes	Scope of work as outlined in next pages addendum.

I understand that I will be billed for the quoted upon signed contract. I understand that all charges are due within 30 days from the billing date and that a finance charge of 1.5% will be applied to any unpaid balance after 30 days. By signing, you agree to ITI Digital's SaaS [Terms of Service](#). No Early Termination; No Refunds. The contract period will end on the expiration date and the agreement cannot be canceled early. We do not provide refunds if you decide to stop using the licensing services provided by ITI Digital

Accepted on behalf of:  
**Hernando County Tourism Department**

**Toni Brady**  
Chief Procurement Officer

Accepted on behalf of:  
**ITI Digital**

*Franci Edgerly*

**Franci Edgerly**  
Founder & CEO

## New Website Pages

New website WordPress pages built in the existing floridaadventurecoast.com website and theme, following available theme elements.

Number of pages and content details TBD with FAC's team. Overall development work includes:

- Updates to text, images, and other content changes, with all written copy provided by FAC's team.
- Editing menu items to create access to new page.
- Creating directions for the client on key WordPress Content Management System features
- Adjust page loading speed as needed, using Google PageSpeed Insights.
- SEO settings for new page, such as new title, meta-tags, and index descriptions as needed.

## WordPress Hosting & Maintenance

### Managed WordPress Hosting

- Daily Server Backups - We back up your website every night, ensuring that your essential data is safe and secure. This way, you can revert to a previous version in the event that you made a change that broke the site or for any other reason.
- Domain uptime monitoring, using the Freshping 24/7 monitoring tool. We guarantee 95% domain uptime/year. Dedicated WordPress Security, which includes:
  - Core WordPress Files are locked down, so potential malicious activity cannot overwrite files.
  - WordPress PHP
  - Intelligent IP blocker detects intruders and blocks them across all sites on our servers within seconds.
- Updates to existing WordPress plugins. Any work-related towards troubleshooting plugins installed on the website will count towards the available support hours.
- Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images, and content of the website—Malware & virus scanning and removal (quarterly).
- SSL Security Seals. We provide and install the SSL security seals on your primary domain. The security seals enable your website visitors to know you have invested in their safety and indicate that you provide secure transactions and data.
- Staging and Privacy Mode. These options are used when we need to restore a backup or in the event of needing a test website for new features.
- Training. Ongoing CMS training upon request.
- Monthly Analytics Report
- Quarterly Consultation Call

### WordPress Website Support Plan

Plan: 10h/monthly available to perform the following tasks on the new website:

- Updates to text, images, and other minor content changes to the customer's website existing pages. Add or remove GTM tags, tracking pixels, or other advertising campaign tag scripts
- Editing menu items, icons such as weather, social media, video, iTunes, Google Play and PDF links.
- Add and remove smart banners for app downloads.
- Creating directions for the client on key WordPress Content Management System features

Quarterly:

- CMS quarterly upgrades/security patches to the server
- WordPress version updates, as it becomes available
- Updates to slideshow or video changes on the homepage either through the Content Management System or web page
- Monitoring and report on site Speed Loading via Google PageSpeed Insights.

## Redesign and Optimize Mobile Website

### Phase II: Mobile web development, optimization and management.

#### Optimization of the mobile site to maximize critical micro moments.

*Micro-moments occur when people reflexively turn to a device — increasingly a smartphone — to act on a need to learn something, do something, discover something, watch something, or buy something. They are intent-rich moments when decisions are made and preferences shaped.*

- Clear unwanted content
- Use the simple and short navigation menu
- Optimize the image and CSS of the website
- Change the button size and place it right

Implement and manage the the mobile site as a separate entity from the website. Examples of best practices that is followed and continues to be updated.

Example of the implementation and management of "best practices."

- **Make sure that the error page status is the same on both the desktop and mobile sites.** If a page on your desktop site serves normal contents and your mobile site's version of that page serves an error page, this page will be missing from the index.
- **Make sure that the mobile version doesn't have fragment URLs.** The fragment part of the URL is the end of the URL that starts with. Most of the time, fragment URLs are not indexable, these pages will be missing from the index after your domain is enabled for mobile-first indexing.
- **Ensure that the desktop versions that serve different contents have equivalent mobile versions.** If different URLs redirects to the same URL, for example, homepage, on mobile devices, after your domain is enabled for mobile-first indexing, all these pages will be missing from the index.
- **Verify both versions of your site in Search Console** to make sure that you have access to data and messages for both versions. Your site may experience a data shift when Google switches to mobile-first indexing for your site.
- **Check \*hreflang (links on separate URLs.** *hreflang* is an HTML <link> or <link> tag attribute that tells search engines the relationship between pages in different languages on your website. Google uses the attribute to serve the correct regional or language URLs in its search results based on the searcher's country and language preferences.

#### Example of Responsive Design Performance Optimization:

- Lazy Load Non-vital Images and videos: where the loading of heavy, non-important elements is delayed to improve page performance.
- Conditional loading- Some website elements are not intended for mobile users, or at least aren't worth the extra cognitive load. Analyze and identify the content that would be most relevant to the end-user and implement conditional loading.

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URL	floridasadventurecoast.com

Agency Services	
Description	<b>Advanced SEO</b>
Contract Period	December 1, 2022 - September 30, 2023
Agency Fee	<b>\$20,000</b> Payment Terms: 50% (\$10,000) due by February 28, 2023 Remaining 50% in quarterly installments (\$3,333.33) due March 2023, June 2023, September 2023 Invoices will be sent upon receipt of the purchase order.
Notes	Scope of work as outlined in next pages addendum.

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## Advanced SEO - Website Optimization for Organic Traffic

### OBJECTIVE

A new website launched without redirects will ultimately cause a drastic drop in website rankings and organic search traffic. Therefore, if any of those pages have moved or been deleted, we will set up permanent URL 301 redirects (from the old URLs to the new ones). Our team uses 301 redirects, so search engines update their index and visitors find the content they are looking for without being sent to a 404 error page.

We will also submit the XML sitemap to Google & Bing for proper indexing and crawling. And of course, all of your current website assets and copy, including the page titles, metadata, alt text, image titles & credits, etc., will be optimized and migrated over to the new hosting environment accordingly.

SCOPE OF WORK - SEO Maintenance Package	Included Monthly
<p><b>Audit &amp; Correct Technical Issues</b> Site crawl to assess indexing status and other technical errors. If technical errors are reported, we organize and correct items in the following categories: Critical (high SEO impact), Warnings (moderate SEO impact) and Recommendations (low SEO impact).</p>	✓
<p><b>Redirects &amp; SEO-Friendly URLs</b> Identify and setup 301 redirects as needed, as well as update URL structure to be SEO-friendly if and when flagged by Google indexing.</p>	✓
<p><b>Keyword Research &amp; Analysis</b> Monthly pull a list of top SEO keywords that may be incorporated in your</p>	✓
<p><b>Constant Monitoring</b> Every 14-day site crawl indexing status for continuous assessment.</p>	✓
<p><b>Optimization of Robots.txt</b> By using your robots.txt the right way, you can tell search engine bots to spend their crawl budgets wisely. And that's what makes the robots.txt file so useful in an SEO context.</p>	✓
<p><b>Custom 404 page setup, if applicable</b> Setup dedicated 404 pages on the site, with proper return to Homepage if not yet created.</p>	✓
<p><b>Identify and Correct Crawl Errors</b> Crawl errors occur when a search engine tries to reach a page on your website but fails at it. Crawling is the process where a search engine tries to visit every page of your website via a bot. We identify any potential crawl errors and fix the page URL as needed.</p>	✓



SCOPE OF WORK - SEO Maintenance Package - Continued	Included Monthly
<p><b>Spell-Check Scan &amp; Recommendations</b> Not only can they cost you visitors and engagement, but they can also be harmful to your site's SEO. To put it in layman's terms, spelling errors can cause you to lose page rank and get beat out in search engine results pages by your competition.</p>	✓
<p><b>Broken Link Scan and Correction</b> Scan and report on broken links or URL inconsistencies that may need adjustments to be available for site crawling.</p>	✓
<p><b>Content audit and consultation</b> Every month we will provide a list of content recommendations. The most common issues that affect SEO are low word count or duplicated content.</p>	✓
<p><b>Google Analytics and Google Tag Manager setup-related tasks, if required</b></p>	✓
<p><b>Meta Tag Creation &amp; Implementation (Up to 10 pages per quarter)</b> Meta tags are small descriptions that provide data about your page to search engines and website visitors. In short, they make it easier for search engines to determine what your content is about, and thus are vital for SEO. We will write or revise meta tags on the site needed, up to 10 pages per quarter.</p>	Quarterly
<p><b>Backlink Analysis and Reporting</b> We want to monitor and ensure backlinks are consistently growing with positive mentions of the site's domain. We will provide a quarterly report (CSV) of indexed backlinks and comprehensive report of history of backlinks overtime.</p>	Quarterly
<p><b>Duplicate content analysis and canonical tag Implementation</b> Report on duplicate content, for recommendations on content updates, as well as implementation of canonical tags if pages with similar content must both stay online.</p>	Quarterly
<p><b>Website Reporting &amp; Strategic Call</b></p>	Quarterly

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URL	floridasadventurecoast.com

Agency Services	
Description	<ul style="list-style-type: none"> <li>• <b>Advanced SEM Campaign (6-months) - \$21,000</b></li> <li>• <b>Google Ads Campaign (6-months) - \$18,000</b></li> </ul>
Contract Period	December 1, 2022 - April 30, 2023
Agency Fee	<b>\$39,000</b> Payment Terms: 50% (\$19,500) due by February 28, 2023 50% (\$19,500) due by March 2023 Invoices will be sent upon receipt of the purchase order.
Notes	Scope of work as outlined in next pages addendum.

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 Founder & CEO

## Themed Search Engine Marketing (SEM) Campaign

### Scope of Work

#### The 6 Essential Elements of a Successful Digital Marketing Campaign

- [Paid ad campaigns](#) on social channels and search engines.
- Brand-specific [landing pages for your website](#) built directly on the WordPress CMS.
- Beautifully [written travel articles](#) created by our talented editorial team
- Instagram [user-generated content](#) - tell your destination story published on the destination landing page
- Travel Tools. Virtual tour of the destination: [GPS-enabled itineraries](#) with images, business reviews, and nearby places of interest populated by Google Places.

#### Added Value

- Graphic design of campaigns and promotions
- Strategy and content consulting. Monthly Campaign reports

#### Campaign Description

- Six theme-based articles (700-800 words) written by our editorial team.
- Design and develop campaign theme-specific landing pages on Wordpress CMS for easy integration in your website, featuring the travel articles.
- Six GPS-enabled itineraries related to the article topics, e.g., if the article is about “outdoors,” the itineraries will reflect these tourism assets. ITI Digital will create the itinerary. DMO to provide ITI with up to seven points of interest per itinerary.
- UGC libraries related to the article topics, where Instagram content is available. Example: outdoors, dining, art, and culture.

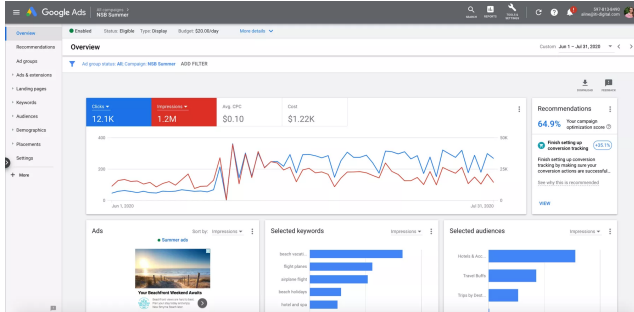
#### Digital Advertising:

- Six Google Ads - one campaign with six ads, focusing on each travel article topic.
- Distribution of articles on our PPC Network.

#### Reporting:

- Google Analytics campaign custom monthly reports
- 12,000 targeted new website visitors (estimated 2,000 website visitors/month)

## Digital Advertising - Google Ads



Google is where people search for what to do, where to go, and what to buy. Your ad can appear on Google search network and associated ad placements when someone is looking for services such as yours. Whether they're on desktop or mobile, a well-timed ad can turn people into valuable potential visitors to the destination.

### CAMPAIGN GOALS

Estimated at 2,000 website visitors/month. ITI Digital will discuss and specify campaign goals according to your brand reach and desired website visitors results.

#### Content Strategies

- Target audiences based on location, age, gender
- Keep ads short and descriptive, following Google Display network guidelines
- Include featured images and relevant description
- Optimize campaigns to include target keywords, using Google's Recommend Keywords
- Include a call to action when appropriate

#### Google Ads Campaign Scope

- Set goals and objectives
- Setup geo target audience
- Setup interest audience
- Create design for the campaign and ad placements
  - Create and customize ad creative
  - Write ad copy
  - Customize the tracking URL
  - Budget management
- Campaign daily management and monitoring

### CAMPAIGN PACKAGE

- Ten (10) Display Network Ads
- Ads imagery, descriptions and headlines may be updated at any point during the campaign to improve delivery and address seasonal content changes.

**REPORTING:** ITI Digital will submit a detailed campaign report that will assist the CVB in evaluating the growth of their digital brand awareness via impressions and click-throughs to the destination website.

- Complete ad campaign report, with proof of work of all ad creatives
- Tracking UTM installed for seamless Google Ads + Google Analytics tracking

P.O. Box 1785  
Bradenton, FL 342060  
(912) 250.2689  
[iti-digital.com](http://iti-digital.com)



**Jan 27, 2023**

To whom it may concern,

ITI Digital provides an easy, one-stop-shop software as a service (SaaS) for the travel and tourism industry. The **ITI Digital DXP** (Digital Experience Platform) is our creation with the purpose of not only helping destination marketing organizations aggregate and distribute essential travel information but also for visitors to access planning tools for customizable experiences.

Our one-widget, one-content management system, includes five content solutions: (a) automated events calendar, (b) an automated database of places of interest - Google Places; (c) User-generated content from Instagram; (d) a trip planner, and (e) itinerary library, where visitors can access GPS-enabled itineraries.

This letter confirms that ITI Digital is the sole creator, provider, and distributor of **ITI Digital DXP**. No other company has a similar or competing product, with no provider to our knowledge offering all five content solutions in one application. This product must be purchased directly through ITI Digital sales representatives. Please contact us with any questions you may have.

Sincerely,

*Franci B. Edgerly*

**Franci Edgerly**  
Founder & CEO  
[franci@iti-digital.com](mailto:franci@iti-digital.com)  
ITI Digital

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Description	<ul style="list-style-type: none"> <li>• <b>Advanced SEM Campaign (5-months) - \$17,500</b></li> <li>• <b>Google Ads Campaign (5-months) - \$15,000</b></li> </ul>
Contract Period	May 1, 2023 - September 30, 2023
Agency Fee	<b>\$32,500</b> Payment Terms: 50% (\$16,250) due by May 1, 2023 50% (\$16,250) due by July 1, 2023 Invoices will be sent upon receipt of the purchase order.
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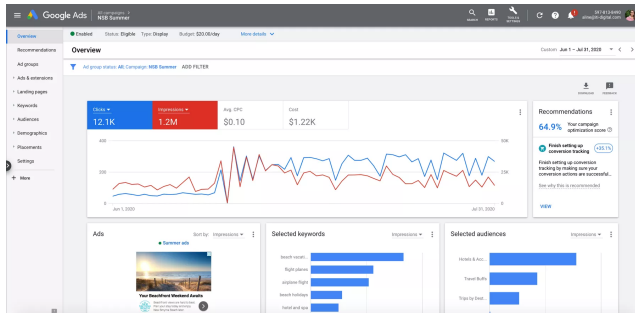
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I understand that by signing an agreement with ITI Digital or generating a Purchase Order for ITI Digital services, I have read and accepted the terms & conditions stated on this page. The following terms and conditions are applicable for clients that have received an invoice from ITI Marketing Inc DBA ITI Digital.

Hereafter, the "person"/"organization"/"Company"/"agency" buying any packages, plans referred in this document as "Services" that includes – *Web Design, Search Engine Optimization SEO, Pay-Per-Click Campaigns, Facebook Advertising, Google AdWords, PPC Ads, Ad Management, Analytics Reports, Monthly Web Maintenance, WordPress, WooCommerce, Mobile App Development, Landing Page, Graphic Services including Logo, Brochures, Business Cards, Banners, Posters, E-Design, Presentation, eBrochures, Booklet, Folder, QR Code, Audio, Print, Delivery, Video, ebooks, Editing, Branding, Social Media, Social Media Icons, Internet Marketing Training and any other Strategy Formulation, Training, Graphics and any Marketing and Sales Services* or any of the direct / redirect / indirect links to this page, URL's, or Domains will be referred in this document as "Client", "you", "your" and ITI Digital as the "Service Provider", "we", "us" "our".

This agreement is based on any past, present and or future Services provided by the Service Provider to the Client. Since the Services offered by the Service Provider are unique and different from one another, the following terms and conditions apply as per the specific Services purchased and documented in the invoice provided by the Service Provider. Other than the Common Terms & Conditions, additional conditions will apply based on the Client's purchase of the invoiced Services. *The following terms and conditions are service-specific as per the Client's purchase of the services documented in the invoice.*

### COMMON TERMS & CONDITIONS FOR OUR SERVICES

**1. Authorization:** The Client is engaging the Service Provider, as an independent contractor for the specific purpose of designing and setting up new accounts for the purchased Services. If need be, the Client hereby authorizes the Service Provider to access their pre-existing accounts allowing "write permission" and authorizes the Agent, Company, Associates and the Account Provider to provide the Service Provider with permission for the Client's accounts, and any other login, access information or programs which need to be accessed. The client also authorizes the Service Provider to use the login information to access any third-party accounts associated with the purchased Services or site from where the Client would like the Service Provider to access licensed images, copyrighted text and other technical information, configurations, audio, video, media and content useful in designing and developing the purchased Services.

**2. Links:** This agreement contemplates that all links provided by the Client have been verified and approved for use on the Client's Services. The Service Provider takes absolutely NO RESPONSIBILITY in ANY suit(s) that are directed to the Client from links that have not been approved for use on the Client's account and Services.

**3. Graphics & Audio, Video Media:** It is anticipated that the Service Provider will create, capture or receive from the Client all graphics, audio, video media elements necessary to complete the Client's Services. This includes audio, video, images, photography, scanning services, video, and photo shooting, editing, animation, and 3rd party stock photography, audio, video and any media element as listed below:

**3.1. Photography, Audio, Photography / Photo, and Video Shooting:** For Clients residing in the U.S and Canada, at the request of the Client the Service Provider will visit the Client's place of business and capture images, video, audio in digital format for inclusion on the Client's Services. The Service Provider will also be able to scan images, send and receive digital media formats for audio, video and shoot videos at the Client's request. Due to the differing needs of Clients, the quantity of digital photography, video production, footage, shooting locations and scans and costs incurred will be negotiated. The client agrees to pay for all additional travel, food and stay costs for our team involved in this process.

**3.2. 3rd Party Stock Photography, Audio, and Video:** Any costs incurred in purchasing 3rd party stock photography must be paid by the Client. The Client takes full responsibility for any 3rd Party Stock Photography, Audio and Video that he provides to the Service Provider by any medium and will hold harmless, protect, and defend the Service Provider and its subcontractors from any claim or lawsuit arising from the use of such elements furnished by the Client.

- a. **Text & Files:** Text and any other file supplied by the Client shall be provided in popular readable electronic format (i.e. Microsoft Word / .jpg / .gif / .png / .pdf). Submission can be made as: an email attachment; file sharing software; or a CD; or a DVD; or an external USB drive. If the Service Provider is requested to obtain files by other means, such as stock photography purchases, then appropriate charges will incur.
- b. **Additional Requests:** If the Client wants the Service Provider to develop or design any additional material for web or print purposes, the standard rate of \$120/hr will be applicable. The price can be negotiated based on the work required.
- c. **Payment Terms / Workflow:** Unless stated in our quotation or invoice, the Client agrees to pay the Service Provider full cost upfront for all / any Services. Upon receiving the full payment, and making sure that the Service Provider has complete access and content from the Client, our designing and development process will commence. The payment can be made in the form of Bank Draft, Money order, Cheques, Bank transfers, email transfers. The Service Provider reserves the right to remove all web content, designs, development from the Internet if payment is not made within thirty (30) days after delivery of our completion notification. If a payment delay is anticipated, please contact the Service Provider to discuss potential problems in advance. If problems are anticipated, we may be able to accommodate an alternate arrangement. If the Client is delinquent in their payment, then proper actions may be taken by the Service Provider and the account may be handed over to a 3rd party Collections Agency for proper handling and recovery.
- d. **Client Amends for Services:** The Service Provider prides itself on providing excellent customer service. That is the spirit of our agreement and the spirit of the Service Provider's business. To that end, we encourage input from the Client during the design process. The Service Provider understands, however, that the Client may request significant changes to Services that have already been rendered to the Client's specification. To that end, please note that our agreement does not include a provision for significant design, development or production in excess of our agreement. **Some examples of significant Service modification at the request of the Client include:**
  - Designing, producing and shooting a completely new video, audio, photography, graphic design, ad, website layout or strategy, vision change to accommodate a substantial change at the Client's request.
  - Recreating or significantly modifying the company logo, graphics, resetting new accounts for Google tools such as Google Analytics, AdWords, Google Console, Google Maps and Google Places at the Client's request.
  - Replacing more than 50% of the text, image content to any given page, graphics at the Client's request.
  - Creating a new navigational structure or changing the design or links in graphics at the Client's request.
  - Significantly reconfiguring the Client's PPC AD account, Campaigns, Advertisement, Graphic Designs or Web Links.

- For Monthly Technical Maintenance: Any content upload, update such as uploading and replacing text, images to any given page at the Client's request or significantly reconfiguring the Client's shopping cart with new product upload, shipping or discount calculations if an e-commerce enabled site has been selected by the Client.
- Any additional content update on the website other than the one already included in our Virtual Assistance Plan.
- Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be an intricately involved design of each page, graphics or PPC campaigns are encouraged to negotiate an agreement before purchasing our Services.
- If significant development is requested by the Client in excess of our agreement, charge(s) will be invoiced accordingly.

**4. Copyrights and Trademarks:** The Client represents to the Service Provider and unconditionally guarantees that any elements of text, graphics, photos, designs, audios, videos, trademarks, or other artwork furnished to the Service Provider via Email, Phone, Internet, On-Paper, in-meeting and otherwise, for inclusion in the Client's web site are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Service Provider and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client. The client agrees that any content used while developing the website is owned by the client and Under no circumstances will the Service Provider be liable for Client's Content or the content of any third party, including, but not limited to, for any errors or omissions in the Client's Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise. The Service Provider will not be liable for any Copyright Infringements.

- a. **Third Party Modifications:** Some Clients may desire to independently edit or update their Services after completion of the design/development as a way to control costs and avoid further expense. The Client agrees that once we complete the development for Client's Services and the Client or an agent of the Client other than the Service Provider attempts to update Services that were previously rendered by the Service Provider and damages the design or impairs the ability for the Services to display or function properly, then time to repair the will be assessed at the hourly rate of \$120. Please note that the aforementioned is applicable for Monthly Maintenance as well.
- b. **Assignment of Development:** The Service Provider reserves the right to assign certain subcontractors to this development to ensure the right fit for the job as well as on-time completion. The Service Provider warrants all work completed by subcontractors for this development.
- c. **Additional Expenses:** The client agrees to reimburse the Service Provider for any critical Client requested expenses necessary for the completion of the development. **Examples would be** the purchase of specific fonts; the purchase of specific photography, audio, video; forms; the purchase of specific software; using any third-party plugins; third-party online portals; submittal to specific search engines at the Client's request.
- d. **Age:** Authorized representative of the Client certifies that he or she is at least 19 years of age and legally capable of entering a contract in the United States on behalf of the Client.
- e. **Abuse:** The client agrees to work together, deal and behave with the Service Provider in a professional manner. Any kind of repeated pattern of inappropriate, false accusations, harassment, derogatory or threatening speech directed towards the Service Provider, its officers, staff, and contractors will not be tolerated. The Service Provider has the right to take strict action, legal steps, abiding the law and resume the development process and any related Services right away offering no refund or guarantees to the Client. The Service Provider has zero-tolerance for Clients abusing our Services.

**5. Limited Liability:** The Client agrees that any material submitted for publication will not contain anything leading to abusive or unethical use of the Service Provider. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of illegal activity, and any infringement of privacy. The Client hereby agrees to indemnify and hold harmless the Service Provider from any claim resulting from the Client's publication of material or use of those materials. It is also understood that the Service Provider will not publish information over the Internet which may be used by another party to harm another. The Service Provider will also not develop pornographic or illegal software for the Client. The Service Provider reserves the right to determine what is and what is not suitable.

**6. Indemnification:** The Client agrees that it shall defend, indemnify, save and hold the Service Provider harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees associated with the Service Provider's development of the Client's Services to the extent provided by the law. This includes Liabilities asserted against the Service Provider, its subcontractors, its agents, its clients, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns. The Client also agrees to defend, indemnify and hold harmless the Service Provider against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site to the extent provided by the law. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business. Under no circumstances, including negligence, shall the Service Provider, its officers, agents or anyone else involved in creating, producing or distributing service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to the Service Provider records, programs or services. Notwithstanding the above, Client's exclusive remedies for all damages, losses, and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate amount which Client paid during the term of this contract and any reasonable legal fee and court costs.

The parties agree that it is not intended nor is it to be construed, that the Client's rights and immunities under the common law of Section 768.28 on the Florida Statutes, as may be amended from time to time, to be waived.

**7. Ownership:** Copyright to the finished assembled work of Services produced by the Service Provider and graphics shall be vested with the Client upon final payment for the development. This ownership is to include design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this development. All materials developed that are intended for publication to the web remain the property of Service Provider until such time as final payment for the development has been tendered by the Client. At this time, all materials become the property of the Client and may be used by them as desired. Should materials described in this agreement be used on the web by the Client before the tender of final payment, then this agreement is breached and appropriate penalties will apply.

**8. Design Credit & Reviews:** The Client agrees that the Service Provider may put a byline on the bottom of their web site, establishing design and development credit. The client also agrees that the web site, graphics, video, audio and any development created for the Client will be included in the Service Provider's portfolio and the Client will provide a text review, audio or video testimonial when requested by the Service Provider. If any or none of these are acceptable, please inform the Service Provider beforehand via email or in writing via registered mail.

**9. Nondisclosure:** The Service Provider, its employees, and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Service Provider including strategies, vision, information mind maps, training to another party.

**10. Completion Date & Cancellation:** The Service Provider and the Client must work together to complete the development in a timely manner for both parties to remain profitable. Cancellation of the development at the request of the Client must be made within 2 weeks (14 days) of the purchase. In the event that development is postponed or canceled at the request of the Client after 14 days of purchase, the Service Provider shall have the right to retain 50% of the total amount invoiced for the service as a deposit and development expenses. In the event this amount is not sufficient to cover the Service Provider for time and expense already invested in the development, an additional payment may be due. If additional payment is due, this will be billed to the Client within 10 days of notification to stop development. The final payment will be expected under the same terms as listed in this agreement. The Client agrees that once the Service Provider completes the design and development process, any further work will incur an additional cost that will be estimated and quoted to the Client for further development. Unless the Client is a monthly paid service subscriber with the Service Provider, the Client agrees that the Service Provider has no legal liability to work further on the completed services and any projects.

**11. Entire Understanding:** These terms thereto constitute the sole agreement between the Service Provider and the Client regarding any development provided by the Service Provider for the Client. It becomes effective immediately upon engagement of services from the Service Provider or buying any Services from the Service Provider. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Service Provider. Both parties warrant that they have read and understood the terms set forth in this agreement. This agreement is effective on all the Clients that the Service Providers has rendered Services and where the Client has purchased the Services, and for any Client that has any Services with the design credit or byline in the footer mentioning "powered by" or "website designed by" etc. linked to the Service Provider's URL's.

**12. REVISIONS TO THESE TERMS OF AGREEMENT** The Service Provider reserves the right to revise, amend, or modify the Terms of this Agreement and other Terms Of Use, Privacy Policies and Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our Terms of Agreement.

## WEB DEVELOPMENT AND DESIGN TERMS

**1. Website, Web Design, Web Development / Plans / Packs / Packages – Terms & Conditions:** For Client's purchasing the Website Design Services as contemplated in each of the Web Design Plans mentioned on the respective pages:

**1.2 Domain Registration:** At the Clients request, the Service Provider may secure a domain name (www.myname.com | .ca, etc.) on behalf of the Client. All charges incurred in doing so will be billed to the Client as an additional fee. These are Internet fees and are not a source of income for the Service Provider. Should the Client desire a specific domain name that is already owned by another party then an alternative domain name must be registered. If the Client already has a domain name, the Service Provider may coordinate redirecting the address to the new hosting server.

**1.3 Standard Hosting Services:** At the Clients request, the Service Provider may order an account with a Host Provider on behalf of the Client or the Client may order the account independently. We offer the Client the ability to order this account independently as a way to help the Client control cost. If the Client chooses to have the Service Provider order an account with a Host Provider, the Client agrees to pay all necessary hosting fees before ordering. If however, the Client is not an advanced user of the Internet, the Client is encouraged to use the services of the Service Provider to secure and maintain this account.

**1.4 Cross-Browser Compatibility:** Our agreement contemplates the creation of a website viewable by, Microsoft Internet Explorer 10 and Google Chrome. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. The client is aware that some advanced techniques on the Internet, however, may require a more recent browser version and brand or plug-in. The client is also aware that as new browser versions of Internet Explorer and Chrome are developed, the new browser versions may not be backward compatible. If requested by the Client, time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated.

**1.5 Add-Ons:** These are additional configurations, features, programming languages that the Client may wish to use for their World Wide Web site. If a large scale development using any and or all of these add-ons is necessary, the price can be negotiated for CGI / PHP / Macromedia Flash / DHTML / Real Audio/Video / QuickTime / QuickTime VR / Microsoft Media / Java Applets / JavaScript / MySQL Databases, E-commerce/Merchant Account/Secure Certificate. The Service Provider recommends the use of your banks' e-commerce services. If information is required, the Service Provider will be pleased to offer assistance in obtaining further information. The Client understands and agrees that any cost and charges incurred directly or indirectly related to the Client's E-commerce website portal, fees, penalty or sales are not covered by the Service Provider. From the day the website is completed by the Service Provider; the Service Provider makes absolutely no liability for Client's eCommerce customer complaints and any transaction, function, configuration, third-party plugin, open-source CMS, application failures. The Service Provider is not responsible for maintaining the Client's website unless the Client is a monthly paid service subscriber for technical monthly maintenance packages.

**1.6 Search Engine Registration:** Upon final payment of development and at the Client's request, the Service Provider will optimize the Client's World Wide Web site with appropriate titles, keywords, descriptions, and text and thereafter submit the Client's World Wide Web to free search engines and directories.

**1.7 Website Design Services:** The client agrees that the Service Provider may use open source platforms such as WordPress CMS and third-party applications to build website and will not be held liable for any faults, loopholes, hack, spam or any other problem arising due to mismatch, upgrading error with different versions of the CMS & plugins, applications. The Client also agrees and understands that problems arising due to third-party hosting, servers, domain provider or any technical reason or by the act-of-god is not the fault of Service Provider and therefore agrees to hold harmless, protect, and defend the Service Provider and its subcontractors from any claim or lawsuits.

**1.8 SEO Keywords & Pages:** The Service Provider does not provide any Warranty/Guarantee for Search Engine Ranking. Moreover, the Page rank depends on various different factors such as your website content relevancy, page popularity, authentic backlinks, domain age, blogging consistency, social media presence, and niche. If the Client is looking for a guarantee over the page rank, the Client should get our Search Engine Optimization services.

### MONTHLY WEBSITE MAINTENANCE, SEO TERMS

- 1. Monthly Web Updates / Upgrades / Monthly Technical Maintenance / WordPress, Website Maintenance:** For Client's purchasing Monthly Technical Maintenance and Monthly SEO Services – The Client agrees to let the Service Provider update and maintain their website on a monthly basis. The Client understands agrees and authorize the Service Provider to make changes to the programming, HTML, PHP, CSS, JQuery, coding, database, feeds, server settings, configurations, DNS, MX, SEO keywords, locations, XML, plugins, widgets, applications, podcast and security settings, backup, content and all the other technical and non-technical features necessary to improve the overall exposure and performance of the website.
- 2. Monthly Website Maintenance Service Assistance:** For Client's purchasing Monthly Technical Maintenance and/or Virtual Assistance Services – The Client understands and agrees that Website Maintenance is performed on a periodic basis depending on the size of the website. Any request by the Client in excess to the maintenance plans will be billed separately and must be submitted via email between 8AM to 5PM ET, Mon – Fri. Any request received after 4PM ET will be considered as a request for the next day. The client agrees that to process such requests, the Maintenance Service Provider may take 3 to 5 business days depending on the request queue.
- 3. Monthly Maintenance Guarantee:** The Client understands and agrees that web maintenance is done on an open-source content management system such as WordPress and/or WooCommerce, third-party plugin, interface that is saved on a third-party hosting server and failure or success of such updates depends on a number of factors such as server response time, server bandwidth, internet connection, version compatibility with other plugins, widgets, by act of God; making the monthly maintenance guarantee ineffective and therefore agrees to hold the Maintenance Service Provider harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees to the extend provided by law.
- 4. Paid Subscription Cancellation Policy:** Cancellation of any subscription plan such as the Technical Maintenance Plans, SEO Plans, Google AdWords Management, Analytics Reporting must be notified sixty (60) days before the cancellation date via email/mail. In the event that updates are postponed or canceled at the request of the Client by email, the Service Provider shall have the right to retain 100% of the original payment as a deposit and maintenance expenses. In the event this amount is not sufficient to cover the Maintenance Service Provider for time and expense already invested in the maintenance, an additional payment may be due. If additional payment is due, this will be billed to the Client within 10 days of notification via email to stop monthly updates. The final payment will be expected under the same terms as listed in this agreement.

## GOOGLE CONSOLE / WEBMASTER, ANALYTICS, ADWORDS, FACEBOOK ADVERTISING, PPC NETWORK TERMS

**1. Payment to Google AdWords, Facebook Advertising and Social Media Ads:** For Client's purchasing Google AdWords and/or Facebook Advertising Services: Pay-Per-Click (PPC) is a paid advertisement service where the Client pays directly to Google Inc. and Facebook Inc. for any clicks (pay-per-click) that the online web visitors may click using the Ad's/Campaigns designed by the Service Provider. The Client agrees to pay in full the set daily / weekly /monthly/yearly budget for the Pay-Per-Click ad Campaigns to Google Inc. and Facebook Inc. and accept to hold harmless, protect, and defend the Service Provider and its subcontractors from any penalty or claim or suit arising from delay in Payments to Google Inc., Facebook Inc. The Client accepts and understands that the Service Provider/Monthly Service Provider does not pay on behalf of its Client to Google Inc., Facebook Inc., and the Client takes full responsibility to run their own Campaigns / Advertisements on Google, Facebook and associated Google, Facebook Affiliate channels. The Service Provider is responsible for setting up the Client's ad campaign account and managing it on a monthly basis for the duration of the signed agreement, but does not act as a payer for any Google or Facebook fees, penalty, bidding or budget. The Client agrees to use their own credit card / alternate payment methods to pay to Facebook Inc., the Service Provider should not be held responsible for any payments to Google Inc., and Facebook Inc. in order to run the Ads/Campaigns. If the Client chooses to disable ads with no prior notice to the Service Provider when on monthly maintenance, the Service Provider should not be held responsible for any maintenance unless the campaigns are reactivated.

**2. Google AdWords, Facebook Advertising Campaign and Advertisement Design:** The client agrees that the Service Provider may use free accounts for Google AdWords. The Client agrees to provide the Service Provider with keywords related to targeted niche along with different demographics, geographic location and age groups. This will also include an idea, message, text or pictures furnished by the Client to the Service Provider. Once the Advertisement Design is approved by the Client, any further changes to the design may incur an additional cost.

**3. Google AdWords, Facebook Advertising Campaign Success Rate:** Even though the Service Provider will make every effort to the best of knowledge and ability to setup Clients account, campaigns, budgeting, and ad designs in order to maximize results and success rate, failure of such (Paid Ads on Google AdWords) advertisements cannot be neglected. Google AdWords is a third party application that the Service Provider will use to set up the Client's account and design campaigns but does not own or control the application (AdWords Algorithm or system application). Failure with Paid Ads can happen due to many reasons such as higher bidding by competitors, shortage of Clients funds, technical reasons, human error or by the act of god. In any case of failure, the Client agrees and will hold harmless, protect and defend the Service Provider and its Subcontractors from any lawsuit(s).

**4. Google Tools, AdWords and Facebook PPC Refund Policy:** No refunds will be made on "Google AdWords PPC", "Webmaster or Google Console", "Google Analytics", "Facebook Advertising" and any related "Monthly Maintenance" and "Reporting" Services. The Service Provider does not offer refund for glitch and Google, Facebook AD policy violations found on the Client's website – this includes any disapproval, illegibility from Google, Facebook team for the campaigns set up by the Service Provider due to improper format of the Clients website such as Parked Domain, Prohibited Content, Practices, Restricted Content, Editorial or technical violation [as described here](#). The Client understands and agrees that the Service Provider has no control over Client's website and in order for AD Campaigns to work/function, their web page and websites must comply with Google, Facebook policies. The Client understands and agrees that the Service Provider is only responsible for setting up accounts, creating campaigns and making changes as per the Client's request to the running campaigns and therefore should not be held liable for any performance issues, damages, online sales, web visitors, online web traffic, pay-per-click traffic, bidding, and any related issues with AdWords or Facebook advertising Services.



**5. Payment to Google Inc. and Facebook Inc.:** The Service Provider uses free Facebook, Google Analytics, Webmaster Tools accounts to set up, track and monitor the website and ad campaigns. If the Client chooses to use any premium Google or Facebook services, the Client agrees to pay the premium fees directly to Google Inc. and Facebook Inc. The Service Provider is not responsible for any such payments.

**6. Google Analytics Code Installation:** The client agrees that the Service Provider is not responsible for installing the Google Analytics code on the Client's website. The Service Provider will generate the Google Analytics code and will provide this to the Client via email. Only upon receiving Client's written request the Service Provider will install the Google Analytics Code on a Client website. Additional fees will be applicable for such installations.

**7. Web Improvements related to Google Console/Webmaster, Analytics:** Even though the Service Provider will make every effort to the best of knowledge and ability to setup Clients account, it is not the responsibility of the Service Provider to improve the website or ad performance. Google Analytics™ or Webmaster Tools™ or Reporting service is a tracking and monitoring service and not web improvement or redesign service. The Service Provider will set up the accounts or will send reports with user data, statistics and advice on how to improve web/ad performance, but if the Client wants the Service Provider to revamp or fix the ad/websites – additional fees will be applicable. The Client agrees and will hold harmless, protect and defend the Service Provider and its Subcontractors from any lawsuit(s).

## SEO DEFINITIONS, GUARANTEE & REFUNDS

**1. SEO Definitions:** SEO is also known as Search Engine Optimization or Organic SEO. Definition of Single or multiple keywords related to your website content, service(s) or product(s). We will work with all keywords and/or keyword phrases provided by clients and make every effort possible to bring said keyword and/or keywords phrases to the top of major search engines like Google, Yahoo and/or Bing. However, the client must clearly understand that 'organic SEO' programs cannot guarantee 'specific' keywords and/or keyword phrases in specific search engines. Instead, our guarantee covers keyword and/or keyword phrase rankings related to a client's website product and/or services.

**2. SEO Guarantee:** The Client understands and agrees that Search Engines such as Google, Ask, Bing and Yahoo, etc. are third party websites that the Service Provider has no control over and Service Providers Services are only confined to optimizing the Client website with the best possible legit method and keywords. Our guarantee for the first page or the first five-page depends on the amount of competition in your niche, keyword saturation, search engine algorithms, domain age, server response time and many other technical factors. Our aim is a competitive ranking. The proliferation of boilerplate sites in these industries means that the only chance of traffic is comprehensive, professional optimization, as we offer in our SEO Services.

**3. SEO Commitment:** The contract is in force for at least 6 months from the Contract Start Date, with an automatic renewal on the anniversary of the contract start date for subsequent months. After 6 months, your contract will stay in force on a month-to-month basis until you provide notice of cancellation.

**4. SEO Performance Refunds:** In the case where the Client's web URL is not found on the first 5 pages of Google, Yahoo or Bing, NO REFUNDS will be made before 6 months because a usual organic optimization takes at least 6 months to show results. Indexing and ranking in search engines are subject to server uptime, server settings, DNS settings, website coding and/or optimized content remaining intact. These inconsistencies can be corrected but will delay indexing and ranking. The Service Provider will evaluate the results thoroughly before issuing any refunds. SEO performance refund is subject to the below conditions only: Major Search Engines: We guarantee your website (domain) will be found in at least first five pages of top search engines like Google, Bing or Yahoo (which combined represent 92% of all search engine traffic) using single or multiple keywords, phrases related to your website content, service(s) or product(s)! Your website will be found in the first five pages of at least one of the above major search engines.

- **Over-writing and re-installs:** It is the client's responsibility to ensure optimized and/or installed content remains intact. If updating/editing the website from copies on your PC, you will need to download and use optimized files prepared for your assignment. Publishing changes without updating your local files will erase optimized content. Re-installation charges may apply if we are required to re-install over-written optimized content.
- **Google – Yahoo – Bing Local (maps):** Positioning (ranking) cannot be guaranteed in Google Local (maps), Yahoo local (maps) or Bing Local (maps). The optimization is confined to the Client's website and keywords, this does not include Google Maps or Google Places.

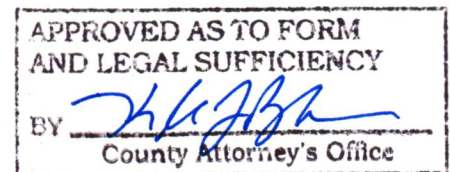
**5. Planning and quoting for your project:** We will generate a plan and quote for the production of your project, and this is sent to you as an email. By agreeing to these terms and conditions, you are accepting that you have read, and agree to, the plan and quote that is sent to you. Any plans and quotes are valid for thirty days from the date of submission. The plan and quote we provide to you are only valid based on the information you give us is true. Any changes in circumstances or requirements may result in an amended plan and quote.

**6. Changes and amendments to your project after completion:** We will provide you with a draft, watermarked version(s) of your project file(s) once the post-production stage is complete. You will then be allowed five working days to notify us of any editorial changes or amendments you may require. Changes or amendments may only be editorial – those that affect the original brief are not included.

- Any changes or amendments that affect the original brief may be subject to an additional charge.
- Any changes or amendments that we are notified of after five days of the submission of the watermarked draft may be subject to an additional charge.

**7. Cancellations & Payments**

- a. **Our right to cancel:** We reserve all rights to terminate our provision of service to you at any time. In the event of our cancellation, any deposit will be fully refunded. Reasons for cancellation may include, but are not limited to, staff illness, short notice medical or family emergencies, or natural/human disasters/events.
- b. **Your right to cancel:** You reserve all rights to terminate the provision of our services at any time. In the event of any cancellation on your behalf, all deposit payments are non-refundable.
- c. **Late payments:** Invoice credit terms will be specified at the foot of the document. Payment is required before the credit term expires. When sending payment by check, you must allow for a reasonable time for the check to be delivered to our offices and paid into our bank account before the credit term expires. You will remain liable for late payment charges if the payment is not registered as cleared funds before the credit term expires.



## Last Updated: June 9, 2022

ITI Digital provides a DXP Platform for identifying relevant content for combination and display on customer websites and applications (hereinafter referred to as “**Services**” or “**Service**”) offered to customers (hereinafter referred to as “**Users**” or “**you**”) at [iti-digital.com](http://iti-digital.com) (hereinafter referred to as the “**DXP Platform**”). The Services include **Software**, **APIs**, **Dashboard Access**, and other proprietary materials as described on the DXP Platform, collectively referred to herein as the “**DXP Platform**”. The Service is owned and operated by ITI Marketing Inc. (hereinafter referred to as the “**Company**” or “**us**”).

Your use of the Service is subject to the terms and conditions set forth in this Terms of Service (hereinafter referred to as the “**Terms**”).

**PLEASE READ THE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING ANY PART OF THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE SERVICE. USE OF THE SERVICE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF SERVICE.**

### 1.0 Updates to Terms of Service; Integration.

We may, in our sole discretion, modify the Terms of Service by posting a notice on the Terms of Service page. The “Last Updated” date at the top the Terms of Service indicates when the latest modifications were made to the Terms. By continuing to access and use the Service you agree to any such modifications. Therefore, you are responsible for reviewing and should become familiar with any such modifications. You are encouraged to review this Terms of Service periodically and to check the “Last Updated” date at the top of the Terms of Service for the most recent version. In addition, when using services or features on the DXP Platform, you will be subject to any posted guidelines or policies applicable to such services or features that may be posted from time to time, including but not limited to our Privacy Policy, as noted below. All such guidelines or policies are hereby incorporated by reference into this Terms of Service.

### 2.0 Translation.

We may translate these Terms of Service into other languages for your convenience. Nevertheless, the English version governs your relationship with Company, and any inconsistencies among the different versions will be resolved in favor of the English version.

### 3.0 Service Availability.

The Service may be modified, updated, interrupted, suspended or discontinued at any time, in the sole discretion of the Company, without notice or liability. The Service may be unavailable at certain periods, including but not limited to systems failures, anticipated or unanticipated maintenance work, upgrades or force majeure events.

The Company reserves the right, at any time, in its sole discretion to modify, temporarily or permanently block access to, suspend, or discontinue the Service, in whole or in part, with or without notice and effective immediately to any User.

The Company will have no liability whatsoever for any losses, liabilities or damages you may incur as the result of any modification, suspension, or discontinuation of the Service or any part thereof.

### 4.0 Privacy Policy

Use of the Service is subject to the terms of our Privacy Policy which is hereby incorporated into and made part of this Terms of Service. By using or accessing the Service, you agree to be bound by the terms of our Privacy Policy terms stated below.

#### **For DXP Module of Instagram User-Generated Content (app.imgoingtravel.com):**

##### **What data do we collect and process:**

In the ITI Digital application, when the user logs in with Facebook, in the domain *app.imgoingtravel.com*, the user agrees to allow our system to see the connected Instagram Business Accounts associated with your Facebook profile. **The user data is anonymized to us, and Facebook solely manages users' email address details.**

- a) The Facebook Platform Data that we receive through our application is *not* shared with another person or business.
- b) We do *not* use the Facebook Platform Data for activities related to surveillance.
- c) We do *not* share the Facebook Platform Data to make decisions about housing, employment, insurance, education opportunities, credit, government benefits, or immigration status.
- d) We do *not* use the Facebook Platform Data to make decisions based on people's race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, a medical or genetic condition.

##### **The purpose of collecting and processing that data:**

The purpose of accessing the connected Instagram Business Accounts is to populate public Instagram media into our users' dashboard (app.imgoingtravel.com), as per the approved access of Facebook Developer API permissions, such as Instagram Public Content Access.

##### **How users may request deletion of their personal data:**

For any requests to delete personal data, or to report security vulnerabilities, users can submit an email to the publicly available Support Client Portal: [support@itidigital.freshdesk.com](mailto:support@itidigital.freshdesk.com).

How we delete data:

- a) Whenever Facebook Platform Data is no longer necessary to provide an app experience or service to users, deleted it within 30-60 days.
- b) When a user deletes their Facebook account associated with your app, data is deleted immediately.
- c) When requested by a user, we delete the data manually, immediately.
- d) When requested by Facebook, we delete the data manually, immediately
- e) When requested by Law & Regulation, we delete the data manually, immediately upon receipt of notification.

#### **For DXP Modules of Events, Places, Itineraries & Trip Planner (imgoingcalendar.com):**

##### **What data do we collect and process:**

Events / Places – App users

We temporarily store the email address of Event Planners through the event/place submission form. However, that field is not required for the submission and users have the choice to consent to this process, in the form interface.

### 4.0 Privacy Policy

Use of the Service is subject to the terms of our Privacy Policy which is hereby incorporated into and made part of this Terms of Service. By using or accessing the Service, you agree to be bound by the terms of our Privacy Policy terms stated below.

#### **For DXP Module of Instagram User-Generated Content (app.imgoingtravel.com):**

##### **What data do we collect and process:**

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- a) The Facebook Platform Data that we receive through our application is *not* shared with another person or business.
- b) We do *not* use the Facebook Platform Data for activities related to surveillance.
- c) We do *not* share the Facebook Platform Data to make decisions about housing, employment, insurance, education opportunities, credit, government benefits, or immigration status.
- d) We do *not* use the Facebook Platform Data to make decisions based on people's race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, a medical or genetic condition.

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- c) When requested by a user, we delete the data manually, immediately.
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- e) When requested by Law & Regulation, we delete the data manually, immediately upon receipt of notification.

#### **For DXP Modules of Events, Places, Itineraries & Trip Planner (imgoingcalendar.com):**

##### **What data do we collect and process:**

Events / Places – App users

We temporarily store the email address of Event Planners through the event/place submission form. However, that field is not required for the submission and users have the choice to consent to this process, in the form interface.

### Trip Planner & Itineraries – App users

When you log in with Google or Facebook, you agree to allow our system to save your trip preferences. We place a cookie to know how each user uses our site and which items you saved on your trip. The data is anonymized to ITI Digital, and Google or Facebook solely manages your email details.

Users may choose to not allow email addresses and cookies collection in the application's interface. Additionally, users who wish to request deletion of their data may do so at any time, by submitting a support email request to [support@itidigital.freshdesk.com](mailto:support@itidigital.freshdesk.com). Data will be deleted within 24 hours of the received message.

### 5.0 Additional Terms.

In addition to these Terms and the Privacy Policy, Users shall be required to identify those modules User chooses to include in the Services. The terms as stated during such election of the modules (the "SaaS Terms") are incorporated into this Terms of Service as if fully stated herein.

**6.0 Age.** The Service is meant for those at least eighteen (18) or the age of majority where you reside, whichever is younger. Use of the Service by anyone under this age is a violation of these Terms.

### 7.0 Intellectual Property.

"Intellectual Property" means any patent, copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, industrial design, any registrations thereof and pending applications therefor (to the extent applicable), any other intellectual property right (including, without limitation, any know-how, trade secret, trade right, formula, conditional or proprietary report or information, customer or membership list, any marketing data, and any computer program, software, database or data right), and license or other contract relating to any of the foregoing, and any goodwill associated with any business owning, holding or using any of the foregoing.

You acknowledge that all the intellectual property rights in the Service, including, but not limited to, copyrights, patents, trademarks, and trade secrets, the DXP Platform design, application design, graphics, text, sounds, pictures, service marks, trade names, domain names, slogans, logos, other files and the selection and arrangement thereof, and other indicia of origin that appear on or in connection with any aspect of the Service (collectively the "Materials") are either the property of the Company, its affiliates or licensors and are subject to and protected by United States and international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in these Terms of Service are reserved to their respective copyright owners.

Subject to these Terms, the Company grants you a limited non-transferable, non-exclusive, revocable, non-sublicensable licence to use and access the Service solely for your own personal or internal business purposes. You will not obtain any ownership interest therein through this Terms of Service or otherwise.

Except as otherwise expressly permitted in these Terms, Users will not: (a) reproduce, modify, adapt or create derivative works of any part of the Software; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to the Software to a third party; (c) use the Software for the benefit of any third party; (d) incorporate the Software into a product or service you provide to a third party; (e) interfere with any license key mechanism in the Software or otherwise circumvent mechanisms in the Software intended to limit your use; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or APIs to the Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to Company); (g) remove or obscure any proprietary, attribution to Company (including any links thereto) or other notices contained in the Software; (h) use the Software for competitive analysis or to build competitive products; (i) publicly disseminate information regarding the performance of the Software; or (j) encourage or assist any third party to do any of the foregoing

Some of the company and product names, logos, brands, and other trademarks featured or referred to within the Service may not be owned by us and are the property of their respective trademark holders. These trademark holders are not affiliated with, nor do they sponsor or endorse the Service.

### **8.0 Confidential Information, Non-Disclosure.**

Confidential Information. "Confidential Information" shall mean any and all information, proprietary and/or maintained in confidence by Company, including without limitation, any information relating to the Company's ideas, concepts, techniques, inventions, know how (including patents, copyrights, and trade secrets), sketches, drawings, models, processes, materials, operations, algorithms, software programs, source code, experimental work, research and development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, vendor lists, contact lists, business forecasts, sales and merchandising, marketing plans, and information, disclosed by Company or obtained by User either directly or indirectly, in writing, orally or by inspection of tangible objects or by the viewing of product demonstrations which is designated or described by the Company as "Confidential," "Proprietary" or some similar designation, and/or which should reasonably be understood by the User, or any of User's employees, directors, representatives, shareholders, or agents (collectively the "User Representatives") because of the circumstances of disclosure or the nature of the information itself to be confidential or proprietary to the Company, regardless of whether obtained before, on or after the date of this agreement. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to the User on behalf of the Company, pursuant or otherwise relating to this Agreement.

Non-disclosure and Non-use. User agrees to use the Confidential Information for the sole purpose contemplated by these Terms. User agrees that it shall not use for User's own benefit or in any way disclose any Confidential Information to any person, firm or business, except for the sole purpose set forth in these Terms or for any other purpose the Company may hereafter authorize in writing. User shall treat all Confidential Information with the same degree of care as User accords to User's own Confidential Information, but in no case less than reasonable care.

User shall immediately give notice to the Company of any unauthorized use or disclosure of Confidential Information. User agrees to assist the Company in remedying any such unauthorized use or disclosure of Confidential Information.

Users acknowledge and agree that as part of the Service, Company information has been or may be made available to Users including, without limitation, information relating in any way to any products, services, methods, computer/software or any other similar or related matters or items developed, enhanced or modified by the Company (hereinafter referred to as the "**Confidential Information**").

Users agree that the Confidential Information: a) is the sole and exclusive property of the Company; b) is absolutely confidential to the Company; and c) except as expressly permitted in writing by the Company, may not be disseminated, or disclosed to others. During your use of the DXP Platform, and in the event of the termination of your access, whether voluntary or involuntary, you agree not to use, disclose, transfer or exploit the Confidential Information at any time and in any manner whatsoever for a period of five (5) years, except to the extent that the Company has disclosed information to User that constitutes a trade secret under law, the User shall protect that trade secret for as long as the information qualifies as a trade secret.



Exceptions. The obligations and restrictions in this Section do not apply to that part of the Confidential Information the User demonstrates; a) was or becomes generally publicly available other than as a result of a disclosure by User in violation of this agreement; b) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes), or is required by a regulatory body, to be disclosed. In such an event, User shall; a) provide the Company with prompt notice of these requests or requirements before making a disclosure so that the Company may seek an appropriate protective order or other appropriate remedy; b) provide reasonable assistance to the Company in obtaining a protective order.

User hereby acknowledges and agrees that the Company's remedy at law for any breach of any of User's obligations under this section would be inadequate, and User agrees and consents that temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision of this section, without the necessity of proof of actual damages, it being acknowledged by User that any such breach would cause irreparable injury to the Company.

### **9.0 Use of the Service, General**

You may be required to create an account to use the Service and/or take advantage of certain features, in which case you agree to:

- (i) provide true, accurate, current and complete information about yourself, and your company if applicable, as prompted by the Service;
- (ii) as permitted, maintain and promptly update such information. If you provide any information that is false, inaccurate or outdated, or Company has reasonable grounds to suspect that such information is false, inaccurate or outdated, Company has the right to suspend or terminate your account and prohibit all current or future use of the Service by you; and
- (iii) that your account is for your personal and/or business use. You may not resell the Service.
- (iv) by creating an account, you agree to receive certain communications in connection with the Service.

You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your account. Your account is meant to be private and you shall not share your account for any reason. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. You agree to be responsible for all charges resulting from the use of your account via the Service, including charges resulting from unauthorized use of your account.

You may not impersonate someone else, create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts.

You agree to use the Service only for lawful purposes and that you are responsible for your use of and communications and content you may post via the Service. You agree not to post or transmit any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes upon others' intellectual property rights, impersonates any individual or entity, or otherwise violates any applicable law. You agree not to solicit personal information from minors. You agree not to use the Service in any manner that interferes with its normal operation or with any other User's use of the Service. You may not do any of the following while accessing or using the Service:

- (i) access, tamper with, or use non-public areas of the Service, our computer systems, or the technical delivery systems of our providers;
- (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- (iii) access or search or attempt to access or search the Service by any means other than through our currently available, published interfaces that are provided by us, unless you have been specifically allowed to do so in a separate agreement with us;
- (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; or
- (v) disrupt or interfere with the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or otherwise creating an undue burden on the Service. You may not use manual or automated software, devices, or other processes to “crawl,” “scrape,” or “spider” any page of the Service. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any part of the Service.

You further agree that you will not access the Service by any means except through the interface provided by Company for access to the Service. Creating or maintaining any link from another application to any page at the Service without the prior authorization of Company is prohibited. Running or displaying the Service, or any information or material displayed via the Service in frames or through similar means on another website or application without the prior authorization of Company is prohibited. Any permitted links to the Service must comply with all applicable laws, rule and regulations.

Furthermore, you herein agree not to make use of the Services for:

- (i) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, vulgar, obscene, libelous, or invasive of another’s privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- (ii) causing harm to any minor in any manner whatsoever;
- (iii) impersonating any individual or entity, including, but not limited to, any company, group or forum leaders, or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- (iv) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
- (v) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- (vi) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- (vii) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, “junk mail,” “spam,” or any other form of solicitation, except in any such areas that may have been designated for such purpose;

- (viii) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- (ix) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other Users' ability to participate in any real-time interactions;
- (x) interfering with or disrupting any of the Services, servers and/or networks that may be connected or related to our DXP Platform, including, but not limited to, the use of any software and/or routine to bypass the robot exclusion headers;
- (xi) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to any securities rules, regulations or laws of any nation or other securities exchange, and any regulations having the force of law;
- (xii) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Nationality Act;
- (xiii) stalking or with the intent to otherwise harass another individual; and/or,
- (xiv) collecting or storing of any personal data relating to any other User in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

Your use of the Service is at your own risk, including the risk that you might be exposed to content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

Company makes no representation that Materials contained, described or offered via the Service are accurate, appropriate or available for use in any particular jurisdiction or that these Terms of Service comply with the laws of any specific country. Visitors who use the Service do so on their own initiative and are responsible for compliance with all applicable law. You agree that you will not access the Service from any territory where its Material or other company posted content (hereinafter referred to as "Content"), or User Content (as defined below) is illegal, and that you, and not the Company Parties (as defined below), are responsible for compliance with applicable law.

Provider websites linked from our DXP Platform, might contain material or information:

- (i) that some people may find offensive or inappropriate;
- (ii) that is inaccurate, untrue, misleading or deceptive; or,
- (iii) that is defamatory, libelous, infringing of others' rights or otherwise unlawful.

We expressly disclaim any responsibility for the content, legality, decency or accuracy of any information, and for any content, products, goods, services or information, that appear on any Third-Party Provider website or in advertisements or content that a Third-Party Provider may have listed or offered on our DXP Platform.

Your interactions with a Third-Party Provider found on or through the Service, including payment and delivery of goods or services, if any, conditions, warranties or representations associated with such matters are solely between you and the Third-Party Provider, except as may be otherwise stated herein. You acknowledge and agree that we are not a party to any transactions you may enter into, except as may be stated herein, using the Service and we shall not under any circumstances be liable for any damages of any kind arising out of, or in connection with, or relating to, the content, products, goods, services or information of a Third-Party Provider.

### 10.0 Third-Party Operators and Websites.

In the event we include links via the Service to third-party operators and/or websites (hereinafter referred to as “**Third Party Provider**”), including advertisements, which may include products, goods, services or information offered therein, these links are provided only as a convenience. If you clickthrough using these links to other websites, you may leave our DXP Platform. We do not control nor endorse any such Third-Party Provider. You agree that the Company Parties will not be responsible or liable for any content, products, goods, services or information provided or made available by a Third-Party Provider, including related websites, or for your use or inability to use the services of a Third-Party Provider.

You will use such links at your own risk. You are advised that other websites on the Internet, including Third-Party Provider websites linked from our DXP Platform, might contain material or information:

- (i) that some people may find offensive or inappropriate;
- (ii) that is inaccurate, untrue, misleading or deceptive; or,
- (iii) that is defamatory, libelous, infringing of others’ rights or otherwise unlawful.

We expressly disclaim any responsibility for the content, legality, decency or accuracy of any information, and for any content, products, goods, services or information, that appear on any Third-Party Provider website or in advertisements or content that a Third-Party Provider may have listed or offered on our DXP Platform.

Your interactions with a Third-Party Provider found on or through the Service, including payment and delivery of goods or services, if any, conditions, warranties or representations associated with such matters are solely between you and the Third-Party Provider, except as may be otherwise stated herein. You acknowledge and agree that we are not a party to any transactions you may enter into, except as may be stated herein, using the Service and we shall not under any circumstances be liable for any damages of any kind arising out of, or in connection with, or relating to, the content, products, goods, services or information of a Third-Party Provider.

### 11.0 User Content

“**User Content**” means any and all information and content that a User uploads, submits to, or uses with the Services. You may choose to enter this information manually or, where available, synchronize with a third-party website, provided to User via The Company’s DXP Platform. The Company does not verify the accuracy or completeness of User Content, and these may therefore be subject to errors.

Company shall provide rights to data that is delivered to Users via the Service. Such rights arise from the following sources:

**11.1 Google Places API** – we abide by Google Places API Terms of Use, and the content uploaded is by the users who agree to Google’s term of services, which is further detailed here:

<https://developers.google.com/maps/documentation/places/web-service/policies>.

**11.2 Instagram User-Generated Content / Media** – we are an approved Facebook Developer and adhere to such guidelines as further detailed here – <https://developers.facebook.com/docs/instagram-api/guides/content-publishing>. Other content delivered to Users shall have the same or similar rights for use.

Nevertheless, you are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate any of the Terms of Service.

Company does not and is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content. We may, at our discretion, but shall have no obligation to, pre-screen User Content submissions and may choose to remove User Content at any time we see fit. You agree that the Company is not responsible for any financial loss, liability or damage of any kind that you may incur as a result of our removing or refusing to publish User Content.

By posting User Content to the DXP Platform, you agree that we: (i) we are under no obligation of confidentiality, express or implied, with respect to the User Content, (ii) we may have something similar to the User Content already under consideration or in development, and (iv) you irrevocably waive, and cause to be waived, against the Company Parties and its Users any claims and assertions of any moral rights contained in such User Content.

#### **12.0 Suggestions and Improvements.**

By sending us any ideas, suggestions, documents or proposals (hereinafter referred to as “**Feedback**”), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and (v) you irrevocably waive, and cause to be waived, against the Company Parties and its Users any claims and assertions of any moral rights contained in such Feedback.

#### **13.0 Representations.**

You expressly acknowledge, represent, warrant, and agree that you understand:

The information contained herein is for informational purposes only and is not intended nor should be construed as advice or recommendations and are not guaranteed to produce results.

Company does not warrant or guarantee the suitability or availability of any Material or Content, including without limitation any, data, products, or services, found through the Service.

Company does not screen the authenticity or quality of any material or content or any provider of material or content, including, data, products, or services found through the Service.

You are of legal age to form a binding contract and are at least eighteen (18) years of age or you have the authority of such legal entity to form a binding contract; all information you provide to us is accurate and truthful; you will maintain the accuracy of such information; and you are legally permitted to use and access the Service and take full responsibility for the selection and use of and access to the Service.

#### **14.0 Indemnification**

You agree to indemnify, defend and hold harmless the Company, its parents, subsidiaries and other affiliated companies, and their respective officers, directors, employees, agents and other representatives (collectively, the “**Company Parties**”) against all claims, demands, causes of action, losses, expenses, damages and costs (including any reasonable attorneys’ fees), resulting or arising from or relating to your use of the Service, any activity related to your account by you or any other person permitted by you, any Content that you submit to, post on or transmit through the Service, your breach of this Terms of Service, your infringement or violation of any rights of another, or termination of your access to the Service to the extent provided by the law.

We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as requested by us.

You hereby release and forever discharge the Company Parties from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service, including any interactions with, or act or omission of, other Service Users or any Third-Party sites, including but not limited to: (i) your use of the Service, (ii) any activity related to your accounts by you or any other person, (iii) your violation of this Terms; (iv) your infringement or violation of any rights of another, (v) your violation of applicable laws or regulations, or (vi) your User Content.

Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it to the extent provided by the law.

#### **15.0 Warranties, Disclaimers and Limitations of Liability.**

You expressly understand and agree that:

Your use of the Service is at your sole risk. The Service and the associated Materials and Content are provided on an “as is” and “as available” basis. The Company Parties expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a purpose and non-infringement. Without limiting the generality of the foregoing, the Company Parties make no warranty that: (i) the Service will meet your requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; (iii) information that may be obtained via the Service will be accurate or reliable; (iv) the quality of any and all products, services, information or other Materials, including all merchandise, products, goods or services, obtained or purchased by you directly or indirectly through the company Service will meet your expectations or needs; and (v) any errors in the Service will be corrected to the extent provided by the law.

The Company Parties shall not under any circumstances be liable for any damages of any kind arising out of, in connection with or relating to the use of or inability to use the Service, including any liability: (i) as a publisher of information; (ii) for any incorrect or inaccurate information or any ‘bug’ of the Service; (iii) for any unauthorized access to or disclosure of your transmissions or data; (iv) for statements or conduct of any third party on or via the Service; (v) for any disputes between Users of the Service or between a User of the Service and a Third Party; or (vi) for any other matter relating to the Service or any Third Party. This is a comprehensive limitation of liability that applies to all damages of any kind, including any direct, indirect, special, incidental or consequential damages, whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if an individual advises the Company Parties of the possibility of such damages. The limitations of liability set forth herein are fundamental elements of the basis of the bargain between Company and you. The products, information and services offered on and through the Service would not be provided to you without such limitations. The Company Parties shall not under any circumstances be liable for any damages of any kind arising out of, or in connection with or relating to the actions and activities of any third-party contractors and suppliers of services we may engage to provide services to you..

Notwithstanding the foregoing, the sole and entire maximum liability of the Company Parties for any reason, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the charges paid by you directly to company via the Service, if any, for Services provided solely and directly by Company to you during the three (3) months since the cause of action arose.

You agree that regardless of any statute or law to the contrary, any claim you may bring must be filed within one (1) year after the cause of action occurred or it will be permanently barred.

Some jurisdictions do not allow the disclaimer of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the above disclaimers and limitations may not apply to you.

If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

## **16.0 Purchases and Payments**

**16.1 Purchase of Services.** Your purchase of products or services is completed once you confirm your purchase and performance of your SaaS Terms begins as soon as the purchase is complete. Your purchase of products or services, including the length of your service agreement shall be as stated when you choose your SaaS Terms. Any conflict between the SaaS Terms and these Terms as it may be related to pricing shall be resolved in favor of the SaaS Terms. Otherwise, these Terms shall control.

**16.2 Payment Processing Methods.** Company may make available various payment processing methods to facilitate the purchase of the Service. You must abide by any relevant terms and conditions or other legal agreements with third party payment processors, that govern your use of a given payment processing method. Company may add or remove payment processing methods at its sole discretion and without notice to you. Once your purchase is complete, Company or the payment processor may charge your credit card or other payment method that you provide us for any Services purchased, along with any additional applicable amounts (including any taxes). You are solely responsible for all amounts payable associated with purchases you make via the Service

## **17.0 Term and Termination**

Term. Unless earlier terminated pursuant to this Section, the SaaS Terms shall begin on the date of Purchase of the Services and continue for one (1) year (the "Initial Term"), after which, the SaaS Terms will auto-renew for additional one (1) year periods (each, a "Renewal Term" and collectively with the Initial Term, the "Term").

Termination for Cause. SaaS Terms may be terminated by a party on thirty (30) days' written notice to the non-terminating party if the non-terminating party commits a material breach of this Agreement, and upon the expiration of the thirty days, the non-terminating party fails to cure the material breach. For purposes of these Terms a material breach by the Company shall be limited to the failure to deliver the Services in a manner that prevent the User from utilizing the DXP Platform substantially as intended in accordance with the description of the Services on the Company DXP Platform.

## **18.0 Digital Millennium Copyright Act ("DMCA") NOTICE**

The Company respects the intellectual property rights of others. Per the DMCA, we will respond expeditiously to claims of copyright infringement on the DXP Platform if submitted to our Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, the Company will take whatever action it deems appropriate within its sole discretion, including removal of the allegedly infringing materials and termination of access for repeat infringers of copyright protected content.

Procedure for Notifying the Company of Copyright Infringement. If you believe that your intellectual property rights have been violated by us or by a third party who has uploaded materials to our DXP Platform, please provide the following information to the designated Copyright Agent listed below:

- (i) A description of the copyrighted work or other intellectual property that you claim has been infringed;
- (ii) A description of where the material that you claim is infringing is located on the DXP Platform;
- (iii) An address, telephone number, and email address where we can contact you and, if different, an email address where the alleged infringing party, if not us, can contact you;
- (iv) A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;
- (v) A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;
- (vi) Your electronic or physical signature.

We may request additional information before removing any allegedly infringing material. In the event we remove the allegedly infringing materials, we will immediately notify the person responsible for posting such materials that we removed or disabled access to the materials. We may also provide the responsible person with your email address so that the person may respond to your allegations.

Pursuant to 17 U.S.C. 512(c), the Company's designated Copyright Agent is:

Franci C. Edgerly  
(912) 250-2689  
franciedgerly@iti-digital.com

### **19.0 Dispute Resolution.**

**Arbitration.** Any dispute, controversy or claim arising out of or related in any way to these Terms, or any Services performed hereunder which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. The arbitration shall be conducted before a single arbitrator in or near Chatham County, Georgia, except that the meeting of the parties and the arbitrator may be conducted virtually in accordance with the instructions of the arbitrator. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the parties. This Section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms, except as may be otherwise stated herein.

**Applicable Law, Venue.** This Agreement shall be governed by the laws of the State of Georgia, without reference to conflict of law principles. The parties agree that the United Nations Convention on Agreements for the International Sale of Goods shall not apply to this Agreement. The parties agree that the venue for any matter arising out of or pertaining to enforcement of an arbitration decision or other matter not related to arbitration, as related to this Agreement shall be held in the state and federal courts located in the State of Florida.

IN NO EVENT SHALL ANY CLAIM, ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT BE INSTITUTED MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE.

WAIVER OF JURY TRIAL. THE PARTIES EACH IRREVOCABLY WAIVE TRIAL BY JURY IN AN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR RELATED TO THESE TERMS.



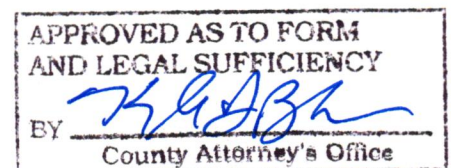
Attorney Fees. In the event that any dispute between the parties should result in litigation or arbitration, each party shall pay its own attorney fees.

**20.0 Miscellaneous.**

- (i) This Terms of Service constitute the entire agreement between Company and each User of the Service with respect to the subject matter of these Terms of Service.
- (ii) If any provision of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions will not be affected.
- (iii) The failure of the Company Parties to insist upon strict adherence to any term of these Terms of Service shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term contained in these Terms of Service. You may not assign your obligations or rights hereunder to another entity or individual. We may transfer, assign or delegate these Terms of Service and its rights and obligations without your consent, upon providing thirty (30) days' advance notice.
- (iv) We shall have no liability to you hereunder if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of us or any other party), failure of a utility service or transport or telecommunications network, act of God, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- (v) Neither party will have the right to assign, pledge or transfer all or any part of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that Provider may assign this Agreement or an affiliate or in connection with any merger, consolidation, sale of the relevant assets or any other transaction in which substantially all of the equity or assets of the business unit of Provider responsible for the performance of this Agreement are transferred.
- (vi) The relationship of the parties established by these Terms is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give any party the power to direct and control the day-to-day activities of the other; or (b) constitute such parties as, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent of the other for any purpose whatsoever.

Neither party, nor their agents or employees, shall be deemed representatives of the other for any purpose, nor shall either party have the power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

**21.0 Customer Service.** If you have any comments or questions regarding these Terms of Service or wish to report any violation of these Terms of Service, you may contact us at [partners@iti-digital.com](mailto:partners@iti-digital.com).



**Last updated: August 11, 2022**

## **1. Our Policy.**

### **1.1 Intellectual Property at ITI Digital.**

ITI Digital takes intellectual property rights seriously. For that reason, we have created a simple process to deal with complaints of an alleged infringement of certain third-party intellectual property rights on the ITI Digital platform. This process covers allegations of infringement of copyrights (e.g., written text, photographs, sound recordings, and video clips) and trademarks/servicemarks (e.g., logos, slogans, and names identifying a good or service). Capitalized terms used but not defined in this Agreement are defined in [terms of Service](#).

### **1.2 Third Party Content.**

All information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds, and other content relating to an event on the Services is posted by Organizers, Consumers, or other third parties, and not by ITI Digital (collectively, "Third Party Content").

### **1.3 Purpose.**

The following policy sets forth the process by which any third party who believes that Third Party Content is infringing their trademark and/or copyrights may request that ITI Digital remove the allegedly infringing Third Party Content.

## **2. Removing And Re-Posting Of Third Party Content.**

### **2.1 Getting Allegedly Infringing Content Removed.**

Suppose you believe in good faith that any Third Party Content ITI Digital makes available in connection with the Services infringes your copyright or trademark rights. In that case, you (or your agent) may send us a takedown notice requesting that the Third Party Content be removed, or access to it be blocked. Your takedown notice needs to contain the following information for ITI Digital to be able to take action:

- a. Information that allows ITI Digital to contact you (i.e., name and address, telephone number, and/or email address);
- b. Sufficient information to identify the copyrighted works or trademarks that are allegedly being infringed, including registration number and registration office if applicable;
- c. Sufficient information for us to identify and locate the allegedly infringing material, including its Internet location (i.e., URL address);
- d. A statement that you have a good faith belief that the use of the Third Party Content on ITI Digital is not authorized by the owner of the Content, its agent or the law;
- e. A statement of the accuracy of the takedown notice, and under penalty of perjury, a statement that you are the owner of the allegedly infringed material or you are authorized to act on behalf of such owner; and
- f. A physical or electronic signature of the person submitting the takedown notice.
- g. The simplest and most efficient way to submit a written takedown notice is by reporting the infringement to our Content Policy and Moderation team, our DMCA/Trademark Agent, [using this form](#). Filing this notice is the fastest method for reporting alleged copyright and/or trademark infringement.

### 2.1.1. What constitutes copyright or trademark infringement?

A copyright protects a physical work or representation from being duplicated without the copyright holder's permission. For example, paintings, songs, digital photography or graphics, and even dance choreography can be protected by copyright.

The "copyright holder" is the person who created the work unless ownership has been changed to someone else. It is "copyright infringement" to do any of the following without the expressed permission of the holder:

- Copy or produce work
- Create a new work derived from the original work
- Sell or give away the work, or a copy of the work before the copyright/trademark owner has done so
- Perform or display the work in public

A trademark could be a word, phrase, symbol, or design that identifies and distinguishes the source of the goods of one party from those of others.

"Trademark Infringement" may occur when one party uses a trademark identical or confusingly similar to a trademark owned by another party in relation to products or services that are identical or similar to the products or services that the trademark registration covers.

### 2.1.2. How to report copyright or trademark infringement to ITI Digital

If you believe that any third-party content on ITI Digital products and applications violates your copyright or trademark, please report the infringement to our Trust and Safety team, our DMCA/Trademark Agent that protects ITI Digital's product users against misuse of the software. For ITI Digital to take action, your request, also known as a "Takedown Notice," needs to include the following information:

1. Your contact information (name, address, telephone number, and email address).
2. Sufficient information to identify the copyrighted works or trademarks that are allegedly being violated, including registration number and registration office if applicable.
3. Sufficient information to identify the allegedly infringing material, and its web address or URL.
4. A statement that you have a good faith belief that the use of the material isn't authorized by the owner, its agent, or the law.
5. A statement of the accuracy of the takedown notice, and under penalty of perjury, a statement that you're the owner of the allegedly infringing material or you're authorized to act on behalf of the owner.
6. A physical or electronic signature of the person submitting the takedown notice.

Once you've gathered this information, [you can submit your request here](#).

## 2.2 Liability.

Please note that by submitting a takedown notice, the information you provide is generally subject to ITI Digital's Privacy Policy. However, you agree that ITI Digital may provide copies of such takedown notice to the alleged infringer, including your name, and that the alleged infringer may contact you directly to discuss the allegation. In addition, you will be liable for any damages (including costs and attorneys' fees) incurred by ITI Digital or the alleged infringer in the event you knowingly and materially misrepresent that Third Party Content is infringing (taking into consideration copyright defenses (such as fair use) and exceptions). If you are unsure whether the material you report is infringing, you should contact an attorney before filing a takedown notice. ITI Digital cannot provide you with legal advice as to whether or not you are entitled to file a takedown notice.

**2.3 Takedown.**

Upon receiving a valid and fully completed takedown notice that identifies an infringement of copyright or trademark rights, ITI Digital will remove or disable access to the allegedly infringing material and notify the alleged infringing party.

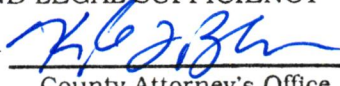
**2.4 Getting Content Reposted That Is Not Infringing.**

If ITI Digital has removed your material from the Services, the fastest way to get your material reposted is to remove the portions of your material that are allegedly infringing. In most instances, we only allow users to re-post material we have removed in response to a takedown notice if the complaining party withdraws their complaint.

**2.5 Notice Address.**

Suppose you do not wish to fill out and submit your takedown notice electronically. In that case, you may submit it in writing to the address below, which is the address of our agent for purposes of the Digital Millennium Copyright Act.

ITI Marketing Inc. DBA ITI Digital  
P.O. Box 1785  
Bradenton, FL 34206  
Attn: Franci Edgerly, CEO & Founder, DMCA/Trademark Agent

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY   
County Attorney's Office