

## TERMS AND CONDITIONS

Priority Placement Media, LLC.(PPM), will provide you with Social Media Advertising Design ("SMAD") , Social Media Marketing Campaign Management ("SMMCM"), Search Engine Advertising Design ("SEAD"), Search Engine Marketing Campaign Management ("SEMCM"), Web Design and Hosting Services ("WDHS"), or Search Engine Website Submittal ("SES") services (collectively, "Services" or generically, "Service"). Your use of such Services shall be deemed to be your acceptance and acknowledgement to abide by this Agreement, including any materials available on the Wisllchq.com website, including but not limited to Priority Placement Media LLC's privacy and security policies.

### 1. Services.

- a. **Social Media Advertising Design ("SMAD") or Search Engine Advertising Design ("SEAD") Services.** If you have purchased SMAD or SEAD Services, Priority Placement Media, LLC. ("PPM"), will design multiple ad variations, based on your initial services selection, for your review and approval. You warrant all images or other media submitted by you, for use in such advertising, is yours to use, and does not violate any applicable copyright, trademark, or other protections, and PPM reserves the right to reject any such images or media submitted.
- b. **Social Media Marketing Campaign Management ("SMMCM") or Google/Bing Search Engine Marketing Campaign Management ("SEMCM") Services.** PPM will create and/or administer all necessary advertising related accounts on your behalf, and will position your designated advertising, either created by PPM or submitted by client, on the Social Media Platform(s) or among the "Sponsored Results" on the Search Engine(s) and/or Search Engine Network(s), you selected, within 10 business days of your approval or submittal of advertising, contingent upon your designated advertising passing the Quality Standards Review(s) imposed by the selected Social Media Platform(s) such as Facebook or LinkedIn, or Search Engine(s) such as Google and/or Bing/Yahoo. Those reviews consider, but are not limited to: Relevancy; Popularity; Keywords; Content; Local Relevance; Format and Layout. Certain types of advertising may require administrative level privileges on an existing account, and you agree to provide administrative level account access to PPM as needed and requested, said access enduring until services are terminated. For the purposes of this agreement, when selecting service on Google, Search Engine Marketing Campaign Management ("SEMCM") is defined as the Exact Match targeted to google.com only unless amended in writing. Search Engine Marketing Campaign selections involve keyword searches, and such searches are subject to availability and Priority Placement Media's approval. Further, you understand that the availability of search terms and placement are affected by market conditions and as a result may change from time to time. In the event the costs incurred by Priority Placement Media, LLC. to maintain your current position increases substantially, Priority Placement Media, LLC. shall offer you the option of: continuing placement at the increased Fees or choosing another position for which the Fees are substantially the same as the Fees you are paying at the time of increase. In the event Fees for maintaining your current position substantially decrease, Priority Placement Media, LLC. will offer you the option of choosing another keyword search for which the Service Fees seem to offer better value at substantially the same Fees you are paying. Changes in Service Fees shall appear during the billing cycle immediately following the cycle in which the Fees change. In the event that neither a change in keyword search nor a change in monthly fees is a mutually acceptable option Priority Placement Media, LLC., reserves the right to terminate service at its' sole discretion. If Priority Placement Media, LLC. terminates service within a billing cycle you will be refunded the balance remaining for that cycle. You

understand and agree that the Quality Standards Review(s) and alliances between independent social media sites, search engines, and the Yahoo! Search Network, Bing, and Google search engines are not under Priority Placement Media's control.

- c. **Web Design and Hosting Services ("WDHS").** If you have purchased WDHS Services, you will be provided with a selection of website templates and tools from which to choose a semi-custom website for your company, which Priority Placement Media, LLC. will host for an additional monthly fee. You are allowed 2 "minor page changes" per month. "Minor" changes are defined as image or verbiage changes. Changes involving significant style or structural changes, functions, or capabilities, will be billed to your account at the rate of \$65.00/hr. As long as Service(s) are provided by PPM, you agree to display the logo, banner, or other branding of PPM and/or PPM partners or affiliates, including related linkage to wisllchq.com and/or partner or affiliate website(s), at the sole discretion and direction of PPM.
2. **Privacy & Security; Disclosure.** You may view Priority Placement Media's privacy and security policies (collectively, "Policies") at [www.priorityplacementmedia.com/privacy](http://www.priorityplacementmedia.com/privacy). Priority Placement Media, LLC. reserves the right to modify the Policies in its reasonable discretion from time to time. You are responsible for knowing the current Policies, and your continued use of the Services indicates your agreement to the Policies as they may be modified or revised. Priority Placement Media, LLC. occasionally may need to notify all Services users of important announcements regarding Service operation. You agree that Priority Placement Media, LLC. may disclose the fact that you are a user and the Service you are using.
3. **Service Fees.**
  - a. **Set-up Fees.** You agree to pay a nonrefundable account set-up fee for each Service you purchase.
  - b. **Monthly Fees.** You agree to pay the Monthly Service Fee each month on the same date you opened your account. The Monthly Service Fee is due in advance of the delivery of Services. For example, if you opened your account on March 15, your Monthly Service Fee will be due on the 15th of each month thereafter until your account is terminated; the Monthly Service Fee for Services delivered from April 15 to May 14 would be due on April 15. Your monthly fees are not refundable if your account is terminated, regardless of the reason.
4. **License Grant & Restrictions.** In exchange for your access to and use of the Service and the fees you pay for such access and use, Priority Placement Media, LLC. hereby grants you a nonexclusive, nontransferable, limited right to access and use the Service, subject to the terms and conditions of this Agreement. Your license shall be solely for your internal business. You confirm that all persons accessing the Service under your password or on your behalf have your authority to do so, and you assume total and complete responsibility for their compliance with this Agreement. Priority Placement Media, LLC. reserves all rights not expressly granted to you.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) create Internet "links" to the Priority Placement Media, LLC., website, except as authorized in writing by Priority Placement Media, LLC., or to "frame" or "mirror" any material or content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual but may be reassigned from time to time when new Users replace former Users who have terminated employment or the business relationship or otherwise changed the job status or function and no longer use the Service.

Priority Placement Media, LLC. reserves the right to audit you, at Priority Placement Media's expense, to ensure

compliance. However, in the event the audit in **Priority Placement Media's** reasonable determination indicates noncompliance, you agree to bear all reasonable costs associated with the audit, including **Priority Placement Media's** time, billed at **Priority Placement Media's** then-current consulting rates.

You shall not: (i) send SPAM or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortuous material, including material harmful to children or that violates third-party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer codes, files, scripts, agents or programs; (iv) interfere with or disrupt the Service's integrity or performance or that of the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related system or network. Violation of your security obligations and/or the breach of any system or network security may result in civil or criminal liability. **Priority Placement Media, LLC.** may investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

5. **User Content.** One or more of the Services may include the means by which you can transmit, add or upload data, material, information or other content or materials ("User Content"). You agree not to use the Service for: (a) any activity that is unlawful (whether criminal or tortuous) under the laws of any jurisdiction to which you or **Priority Placement Media, LLC.** is subject; (b) any activity that promotes others to act unlawfully; (c) any activity that constitutes competition with the Service; (d) uploading, submitting or otherwise making available material that infringes another's copyright, trademark or other intellectual property rights; or (e) uploading, submitting or otherwise making available threatening, defamatory or obscene comments, proprietary, confidential or insider information, obscene or pornographic material, or falsified and/or misleading information ("Objectionable Content").

**Priority Placement Media, LLC.** has no obligation to monitor User Content. However, **Priority Placement Media, LLC.** has the right to perform such monitoring, and the right (but not the obligation) to reject, withhold, remove and/or discard User Content without notice for any breach, including without limitation, your nonpayment. Upon termination, your right to access or use User Content immediately ceases, and **Priority Placement Media, LLC.** shall have no obligation to maintain or forward any User Content.

**Priority Placement Media, LLC.** does not own any User Content. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all User Content. **Priority Placement Media, LLC.** shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any User Content.

6. **Your Responsibilities.** You agree that you will use the Service only for lawful purposes within the stated context of **Priority Placement Media's** intended and acceptable use of the Service, which shall be interpreted solely by **Priority Placement Media, LLC.** You agree that you are responsible for all activity occurring under your account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) immediately notify **Priority Placement Media, LLC.** of any unauthorized use of any password or account or any other known or suspected security breach; (ii) immediately report to **Priority Placement Media, LLC.** and use reasonable efforts to stop immediately any copying or distribution of Content that you know or suspect; and (iii) not impersonate another User or provide false identity information in order to gain access to or use the Service.
7. **Priority Placement Media, LLC. Responsibilities.** (i) **Priority Placement Media, LLC.** has up to and including 10 business days from the date you sign up for Services to produce the Services ordered. (ii) **Priority Placement Media,**

LLC. has up to and including 15 business days from the date you sign up for SST Services to produce the Services ordered

8. **Intellectual Property Ownership.** Priority Placement Media, LLC. (and its licensors, where applicable) solely owns all rights, title and interest, including all related intellectual property rights, in and to the Services and related Priority Placement Media, LLC.-provided Content ("Service Content"), and any suggestions, ideas, enhancements, requests, feedback, recommendations or other comments or information relating to the Service provided by you or any other party. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Service Content or intellectual property owned by Priority Placement Media, LLC..
9. **No Endorsement of Linked Sites.** Priority Placement Media, LLC. does not endorse any websites linked through the Services or its website, and provides these links only for convenience. In no event shall Priority Placement Media, LLC. be responsible for any content, products or other materials on or available from such linked sites.
10. **Term & Termination of Agreement.**
  - a. **Month-to-Month Agreement.** This is a month-to-month agreement, which shall automatically renew unless terminated.
  - b. **Termination.**
    - i. **By Notice.** You may cancel your account at any time by providing an email to [customerservice@priorityplacementmedia.com](mailto:customerservice@priorityplacementmedia.com) or fax to 503-972-1875. You will receive a follow-up phone call for verbal confirmation to complete your cancellation. Notice must be received by Priority Placement Media at least 3 business days prior to your monthly bill date.
    - ii. **For Cause.** Priority Placement Media, LLC., in its sole discretion, may disable your password and/or terminate your account or use of the Services at any time and without notice if Priority Placement Media, LLC. in good faith believes you have breached this Agreement. You acknowledge and agree that Priority Placement Media, LLC. has no obligation to retain the Customer Content and may delete such Customer Content if Priority Placement Media, LLC terminates your account for breach and such breach is not cured within 30 days of such breach.
  - c. **Cancellation Policy.**
    - i. Your payment will be billed on the same day of each month moving forward (original billing date) for PPM services on the Google, Yahoo, Bing, Facebook, Website Hosting, or any other agreed upon service. All SEM/SEO/Social Media services are provided on a monthly basis (unless super seeded by a signed contract), and will recur on a month to month basis. If you choose to cancel with Priority Placement Media, LLC you must do so in writing (Fax: 503.972.1875) or via email (to [customerservice@priorityplacementmedia.com](mailto:customerservice@priorityplacementmedia.com)) 3 business days prior to your above referenced billing date. All sales are final. Thank you for your business and please do not hesitate to call directly at 855.287.2225 or email [customerservice@priorityplacementmedia.com](mailto:customerservice@priorityplacementmedia.com) with any questions regarding your account.

11. **Representations and Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Priority Placement Media, LLC. represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Services will perform substantially in accordance with Priority Placement Media's claims. You represent and warrant that you have not falsely identified yourself nor provided any false information in order to gain access to the Services. You represent and warrant that your access to the Services shall not violate any contract, statute, rule, regulation or other obligation under which you are bound. You represent and warrant that you shall not access the Services to conduct or solicit the performance of any business or activity that is tortuous or prohibited by law.
12. **No Guarantee of Results.** Priority Placement Media, LLC. makes no representations or guarantees regarding effectiveness or timeliness of the Services in meeting your business objectives.
13. **Mandatory Indemnification.** You shall indemnify and hold Priority Placement Media, LLC., its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that access to the Service was unauthorized and such unauthorized access has caused harm to you or a third party; (ii) a claim alleging that use of the Customer Content infringes the rights of, or has caused harm to, a third party; (iii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iv) a claim arising from the breach by you of this Agreement, provided in any such case that Priority Placement Media, LLC. (a) promptly gives you written notice of the claim; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Priority Placement Media, LLC. of all liability and such settlement does not affect Priority Placement Media's business or Services); (c) provide to you all available information and assistance; and (d) has not compromised or settled such claim.

Priority Placement Media, LLC. shall indemnify and hold you and your parent organization, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Services directly infringe on a copyright, a US patent issued as of the effective date of this Agreement, or a third party's trademark; (ii) a claim, which if true, would constitute a violation by Priority Placement Media, LLC. of its representations or warranties; or (iii) a claim arising from Priority Placement Media's breach of this Agreement; provided that you (a) promptly give Priority Placement Media, LLC. written notice of the claim; (b) give Priority Placement Media, LLC. sole control of the claim's defense and settlement (provided that Priority Placement Media, LLC. may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Priority Placement Media, LLC. all available information and assistance; and (d) have not compromised or settled such claim. Priority Placement Media, LLC. shall have no indemnification obligation and you shall indemnify Priority Placement Media, LLC. pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Services with any of your products, services, hardware or business process(es).

14. **Disclaimer of Warranties.** Priority Placement Media, LLC. and its licensors make no representation, warranty or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Services or any Service Content. Priority Placement Media, LLC. and its licensors do not represent or warrant that (a) the use of the Services will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the Services will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information or other material purchased or obtained by you through the Services will meet your expectations, (e) errors or defects will be corrected, or (f) the Services or the server(s) that make the Services available are free of viruses or other harmful components. The Services and all Service Content is provided to you strictly on an "as is" basis, all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement of third-party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Priority Placement Media, LLC. and its licensors, employees, partners, affiliates, or other business partners.
15. **Internet Delays.** Services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Priority Placement Media, LLC. is not responsible for any delays, delivery failures or other damage resulting from such problems.
16. **Downtime.** You hereby acknowledge and agree that the Services may be inaccessible for a period or periods of time for purposes of maintenance, installation, update implementation, replacements, back-up or modification. Priority Placement Media, LLC. hereby disclaims, and you hereby waive, any and all responsibility of Priority Placement Media, LLC. resulting from Priority Placement Media's inability or failure to provide the Services during such downtime.
17. **Limitation of Damages.** Priority Placement Media, LLC. shall not be liable for any lost profits or consequential, exemplary, incidental or punitive damages, regardless of the form of action, whether in contract or in tort, including negligence, and regardless of whether such damages are reasonably foreseeable. Notwithstanding any provision to the contrary, the liability of Priority Placement Media, LLC. for any reason and for any cause of action whatsoever in connection with this Agreement, the Services, the Service Content or the services provided by Priority Placement Media, LLC. shall not exceed the total amount of money paid by you to Priority Placement Media, LLC. within the 12 months preceding the date on which such claimed damage or injury arose. This paragraph shall survive termination and cancellation of this Agreement.
18. **Local Laws and Export Control.** The Services may provide and use software and technology that may be subject to United States export controls administered by the US Department of Commerce, the US Department of Treasury Office of Foreign Assets Control and other US agencies. You acknowledge and agree that the site shall not be used, and none of the underlying information, software or technology may be transferred or otherwise exported.
19. **Notice.** Priority Placement Media, LLC. may give notice by means of a general notice on the Services, via electronic mail to your email address on record in Priority Placement Media's account information or by written communication sent by first class mail or prepaid post to your address on record with Priority Placement Media, LLC.. Such notice shall be deemed given upon the expiration of 24 hours if sent by email or 3 days after mailing or posting (if sent by first class mail or prepaid post). You may give notice to Priority Placement Media, LLC. at any time by email to: [customerservice@priorityplacementmedia.com](mailto:customerservice@priorityplacementmedia.com). Your notice will be deemed given when received by Priority Placement Media, LLC.
20. **Amendments and Modifications.** Priority Placement Media, LLC. reserves the right to modify the terms and conditions of this Agreement or its policies related to the Services at any time, effective upon posting of an updated version of this Agreement on the Priority Placement Media, LLC. website or upon delivery of a copy of the updated version by email or post. You are responsible for regularly reviewing this Agreement. Continued use of the Services after any such amendments or modifications shall constitute your consent to such amendments or modifications.

21. **Assignment.** You may not assign this Agreement. Priority Placement Media, LLC. may assign this Agreement without your consent to (i) a parent or subsidiary; (ii) an acquirer or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.
  
22. **General.** This Agreement shall be governed by Oregon law and controlling US federal law, without regard to choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or in the Service shall be subject to exclusive jurisdiction of the state and federal courts located in Portland, Oregon. No text or information set forth on any other purchase order, preprinted form or document (other than a Priority Placement Media, LLC. order form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between you and Priority Placement Media, LLC. as a result of this Agreement or use of the Services. The failure of Priority Placement Media, LLC. to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Priority Placement Media, LLC. in writing. This Agreement, together with any applicable order form, comprises the entire agreement between you and Priority Placement Media, LLC. and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Priority Placement Media, LLC  
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