

Terms and Conditions for Stack Strategies Co. V03.2024

These terms and conditions ("Agreement") set forth the terms and conditions under which [Stack Strategies Co. "Stack Strategies" "SS"] ("Agency") agrees to provide digital marketing services to small businesses ("Clients" "Business Owners") in relation to website, email, social media, brand, and digital marketing projects. By engaging the Agency's services, Clients agree to abide by the following terms and conditions:

1. Services:

- a. The Agency will provide digital marketing services, including but not limited to website development, search engine optimization (SEO), email marketing, social media marketing, and brand marketing, as outlined in the agreed-upon scope of work.
- b. The specific services, deliverables, and timelines will be determined through consultation between the Agency and the Client.

2. Client Responsibilities:

- a. The Client agrees to provide accurate and timely information, materials, and access necessary for the Agency to perform its services effectively.
- b. The Client is responsible for obtaining any necessary permissions, licenses, or consents for the use of content, trademarks, or copyrighted materials provided to the Agency for marketing purposes.

3. Digital Tool Projects:

As part of our services, we assist in creating digital tool logins for the business, including but not limited to email accounts, domains, websites, emails, blogs, calendar links, social media accounts, and more. However, it is the responsibility of the business owner to maintain and manage these accounts effectively. This includes ensuring the proper functioning of these tools, understanding the terms and conditions associated with each tool, and managing any premium subscriptions where applicable.

The business owner has both the responsibility and the right to maintain any premium subscriptions and should familiarize themselves with the functionality and terms and conditions of each tool as necessary for their operations. Any assistance required with these tools should be sought through the support system provided by each respective tool. Stack Strategies Co. does not provide direct support for the management or troubleshooting of individual digital tools, as this falls under the purview of the tool's support team.

By engaging our services, the business owner acknowledges their responsibility for the management and maintenance of their digital tool accounts and their understanding of the terms and conditions associated with these tools.

4. Brand Development Projects:

At Stack Strategies Co., we offer branding services to help establish your business's unique identity and make a lasting impression. Our branding services include creating and designing your brand, and we offer different package options to suit your needs. Here's what you can expect:

- **Basic Branding:** Our basic branding packages typically include up to three colors. These packages are designed to provide a clean and simple brand identity for your business.
- **Complex Branding:** For businesses seeking a more intricate and detailed brand, we offer packages that include up to five colors. These brands are suitable for those who wish to have a more varied and detailed visual identity.
- **Color Recommendations:** Our strong recommendation is to keep your brand's color palette within a range of three to five colors. This balance strikes a harmonious blend between a memorable identity and visual simplicity.
- **Package Costs:** The costs of our branding packages can vary, and you can find detailed information about these costs on our website at [link to branding packages](#).
- **Print Marketing Requests:** Please note that print marketing requests, such as business cards, brochures, or flyers, may come with an additional charge as listed in the design marketing pieces section of our website.

Branding Business Owner Responsibilities:

It's essential to understand that while we create your brand, it's the business owner's responsibility to take that brand and apply it effectively. This includes:

- **Brand Application:** Applying the brand across various marketing materials and platforms to ensure consistent and coherent brand representation.
- **Brand Awareness:** Building brand awareness and recognition among your target audience.
- **Gaining Followers:** Actively working to attract and gain followers and customers who resonate with your brand.
- **Creating Profiles:** Establishing and maintaining profiles on relevant social media platforms and other channels for your business unless these services are explicitly included in the package.

By engaging our branding services, you acknowledge the role you play in managing and promoting your brand effectively. We are here to provide the foundational elements and guidance, but it's the responsibility of the business owner to take these elements and build a strong, recognizable brand presence. See project process section 8 (eight).

5. Profile Development Projects:

As part of our profile development projects, Stack Strategies Co. offers services to create and establish your business's online presence across various social media platforms. We

understand the significance of a robust social media presence in today's digital landscape. Here's what you can expect from our services:

- **Social Platforms:** We assist in creating and setting up profiles on social media platforms, including but not limited to Facebook, Instagram, Tiktok, Linktree, and Google. Our goal is to ensure that your business has a consistent and professional presence across these platforms.
- **Brand Integration:** We integrate your brand identity into these profiles, ensuring that they align with the branding elements created for your business. This creates a cohesive and recognizable online presence.
- **Profile Optimization:** We optimize these profiles with key information and visuals to maximize their impact and appeal to your target audience.
- **Package Options:** Our brand development projects offer different package options, allowing you to select the level of social media profile creation and integration that suits your needs.
- **Costs:** The costs of integrating and setting up social media profiles may vary based on the complexity and number of platforms included. You can find detailed information about these costs on our website.

Business Owner Responsibilities:

It's important to recognize that while we create and set up your social media profiles, it's the responsibility of the business owner to actively manage and grow these profiles effectively. This includes:

- **Content Creation:** Developing and posting relevant and engaging content on these profiles to connect with your audience.
- **Audience Engagement:** Actively engaging with your audience through comments, messages, and other interactions to build a community around your brand.
- **Follower Growth:** Taking measures to attract and gain followers who resonate with your brand and its messaging.
- **Profile Maintenance:** Ensuring that the profiles are regularly updated, including any changes in business information or contact details.
- **Additional Platforms:** Expanding your online presence to new social media platforms if desired.
- **Profile Approval:** Please note that the approval and status of these social media profiles can change at any time at the discretion of Stack Strategies Co. Profiles may be approved, denied, or subject to changes based on company policies and guidelines.

By engaging our services, you acknowledge your role in actively managing and promoting your social media profiles to build a strong and recognizable online brand presence. While we provide the foundational elements and setup, it's your responsibility to take these

profiles and create a vibrant and engaging online community for your business. See project process section 8 (eight).

6. Website Development Projects:

At Stack Strategies Co., we offer website development services to create a strong online presence for your business. Our website development services encompass various aspects of designing and building your website. Here's what you can expect:

- **Website Design:** We provide professional website design services that align with your brand identity and business goals. Our design services create a visually appealing and user-friendly website.
- **Website Structure:** We structure your website to ensure an intuitive user experience, easy navigation, and clear information presentation. Our goal is to make your website an effective communication tool for your business.
- **Functionality:** We incorporate the necessary features and functionalities to meet your business's specific needs, whether it's e-commerce capabilities, contact forms, or content management systems.
- **Package Costs:** The costs of our website development packages can vary depending on the complexity and features you require. Detailed information about our website development package costs can be found on our website at [link to website development packages](#).
- **Update Requests:** Please note update terms in Section 7.

Business Owner Responsibilities:

It's essential to understand that while we create your website, it's the business owner's responsibility to maximize its impact and manage its content effectively. This includes:

- **Content Management:** Regularly updating and managing the content on your website to keep it relevant and engaging for visitors.
- **Maintenance:** Ensuring the ongoing technical maintenance of your website, such as security updates, hosting, and domain management.
- **Search Engine Optimization (SEO):** Implementing SEO strategies to improve your website's visibility in search engines and attract organic traffic.
- **User Engagement:** Actively working to engage users and promote your website to attract visitors and potential customers.

By engaging our website development services, you acknowledge the critical role you play in managing and promoting your website effectively. We are here to create a strong foundation, but it's the responsibility of the business owner to maintain and grow the online presence of the website.

If the Agency is responsible for website development, the Client acknowledges that additional terms and conditions may apply, including hosting, maintenance, and domain registration as explained in section 3 (three). See project process section 8 (eight). The Client grants the Agency permission to access, edit, or modify the website, including content and design, for marketing purposes.

7. Automation Development:

Stack Strategies Co. creates automation tools to streamline and enhance your business processes. It's important to note that, while we provide the tools, certain responsibilities fall on the business owner:

- **Premium Subscriptions:** The business owner is responsible for maintaining any premium subscriptions required for these tools to work effectively. This includes understanding the terms and conditions associated with these subscriptions and ensuring their continued functionality.
- **Application of Tools:** The business owner may need to apply these automation tools to specific clients, sales, or other triggers within their business processes. Ensuring that these triggers work as intended is the responsibility of the business owner.
- **Email Database and Send Limits:** If the automation tools have packages that vary based on email database sizes or the number of email sends, it's the responsibility of the business owner to manage these limits. This includes handling any changes in pricing, if applicable.
- **Platform Changes:** If the business owner decides to change platforms for their automation tools, it's essential to understand that this may come with the cost of initiating a new project with Stack Strategies. The business owner will also be responsible for starting the tools on the new platform.

In essence, while Stack Strategies Co. creates and provides the automation tools, the business owner holds the responsibility for managing various aspects of these tools. This includes premium subscriptions, application, managing limits, dealing with pricing changes, and making decisions related to platform changes. We are here to assist and advise but do not directly manage these elements. If any issues or questions arise with the automation tools, it's the business owner's responsibility to contact the support systems of the respective tools for assistance.

By engaging our services, the business owner acknowledges their responsibility for the effective use and management of these automation tools. See project process section 8 (eight).

8. All Projects Process Terms:

- a. **REQUEST:** Any request made by the Client is always considered a new project. Each project will be subject to the terms and conditions outlined in this Agreement.
- b. **CONSULTATIONS:** New client consultations with Stack Strategies Co. are complimentary and no longer require a non-refundable payment. Information obtained during the consultation will be used to gauge the scope of the project.
- c. **PROJECT TIMELINE:** The estimated timeline for each project will be clearly listed on the project proposal. Any extension of the project beyond the proposed timeline will result in an additional fee, see delays in a project timeline (below).
- d. **DELAYS IN A PROJECT TIMELINE:**
Any delay in the timeline of the project proposal/outline for any reason, including but not limited to content submission delays, vacation time, sickness, illness, family emergencies, natural disasters, or any other unforeseen circumstances, shall result in a project price increase. The increase shall be calculated at a rate of 12% of the initial project cost per week that the project is delayed.

Scope of Delay:

- This clause encompasses various aspects of project management, including but not limited to:
- Content Submissions: Any delay in submitting required content by the client or relevant stakeholders.
- Project Meetings: Delays caused by rescheduling or missing project meetings.
- Project Due Dates: Projects extending beyond agreed-upon due dates.
- Review and Edits: Delays in reviewing project drafts and providing necessary edits or feedback.
- Completed Time Dates: Projects exceeding the estimated completion timeline.

Calculation of Delay Cost:

The 12% project price increase per week will be calculated based on the initial project cost agreed upon in the proposal. The increase will be added to the final project invoice upon completion, reflecting the total duration of the delay.

Client Notification:

Clients will be promptly notified of any potential delays and the corresponding increase in project cost. It is the responsibility of the client to mitigate or address any issues causing delays to minimize additional costs.

e. CONTENT SUBMISSION:

Timeline for Content Submission:

Content required for the project must be submitted by the business owner within one week of the project commencement date, which corresponds to the date of

deposit payment. Failure to adhere to this timeline may result in project delays and additional charges, as outlined below.

Accepted Formats and Submission Methods:

Content should be submitted in Word document, Excel, PDF, JPG, or PNG formats only. PNG format is preferred for logos. Accepted submission methods include OneDrive, Google Drive, WeTransfer, or email if absolutely necessary.

Submission Limits:

- Content will be accepted in up to 10 emails in total, if being emailed.
- A maximum of two Excel sheets and up to 10 documents will be accepted, no matter if emailed or using a shared drive.
- We accept up to 250 photos for content purposes.

Exceeding Submission Limits:

If more content is submitted than the specified limits:

- If the number of submitted photos exceeds 250, an additional charge of \$50 per 100 photos above the limit will be applied. (\$0.50 per photo)
- An additional charge of \$50 per additional Excel sheet will be applied.
- An additional charge of \$25 per additional document will be applied.

Extraction from Facebook:

Should it be necessary for Stack Strategies Co. to extract photos from Facebook, an additional fee of \$250.00 will be applied to the invoice/outline.

Originality and Permissions:

Content submitted must be original, and by submitting it, the business owner confirms that they have rights/permissions to the intellectual property being submitted. Stack Strategies Co. is not responsible for any information used that was submitted by the business owner without proper permissions.

Utilization of Submitted Content:

Only content submitted within the one-week timeline will be utilized for the project. Content submitted after this period may result in project delays and additional charges.

Acceptance of Static Versions:

We do not accept live documents for collaboration, as we cannot track changes made past the content submission outline. The version that is shared at the time of submission is what is accepted only.

Extensions and Cancellation:

If no content is submitted within the specified timeline, the business owner may request an extension at the cost of 12% of the project cost per week the extension is needed. Failure to request an extension or provide content within the specified timeline may result in the cancellation of the project, without any refund of the deposit.

- f. **PROJECT SCOPE AND COST:** Project proposals and pricing are based on consultations with Stack Strategies Co. Any variations or additions to the project scope requested by the Business Owner, such as additional sections, pages, content, emails, and tools not outlined in the original proposal, may incur additional costs.
- g. **MEETINGS:** The Business Owner is required to participate in the following meetings via Zoom: a consultation, a project planning or kick-off meeting, a project review meeting, and a finalization meeting. No call no shows for any reason will incur a \$50 charge. In-person meetings requested by the Business Owner will incur an additional charge of \$100 per occurrence.
- h. **DELAYS BY CLIENT INCLUDING RESCHEDULES:** The Business Owner must provide at least 24 hours' notice to reschedule a meeting. The first reschedule is free of charge. Any subsequent reschedules will incur a \$25 rescheduling fee per occurrence. Delays in sharing content will result in a charge of 12% per week as outlined in Section 8 clause D. The Business Owner is responsible for timely review and feedback on project drafts.
- i. **UPGRADED MARKETING SYSTEMS:** Projects may require the Business Owner to have accounts with coordinating marketing systems such as website providers, domain providers, form systems, email systems, etc.

Recommendation of Marketing Systems:

Stack Strategies Co. will recommend the usage of preferred systems and provide guidance on the required tools. However, it is the responsibility of the Business Owner to conduct research and make informed decisions regarding the selection and usage of such tools for their business needs.

Responsibility of the Business Owner:

The Business Owner acknowledges that it is ultimately their decision in how they run their business and with what tools they choose to utilize. Stack Strategies Co. will not be held responsible for the Business Owner's decisions regarding the selection and usage of recommended systems.

Collaboration and Additional Charges:

If it is required that Stack Strategies Co. participates in collaboration activities, such as attending meetings to better understand recommended tools or providing additional information on such tools:

- A fee of \$100 per meeting will be applied to the project's invoice.
 - Additionally, a fee of \$75 per hour may be applied for researching and sharing information related to recommended marketing systems.
- j. **WIX WEBSITE TERMS:** For WIX website projects, Stack Strategies Co. will share a "website first look" with the Business Owner for review during the initial stages of the building process. Stack Strategies Co. will build the pages, include custom written content, find photo and video content, and format the pages. The draft will be reviewed with the Business Owner, who must review the website on both desktop and mobile platforms. All revisions must be suggested within one week of draft completion. Stack Strategies Co. includes basic SEO setup, but advanced setup may require additional charges. The Business Owner is responsible for complying with local accessibility laws and pursuing their own SEO and marketing plans.
- k. **TRAVEFY WEBSITE TERMS:** For Travefy website projects, Stack Strategies Co. will follow a similar process as outlined in section h, with the exception that Stack Strategies Co. does not have the ability to edit the mobile format on Travefy. Advanced setup may incur additional charges. The Business Owner is responsible for complying with local accessibility laws and pursuing their own SEO and marketing plans.
- l. **PAYMENT TERMS:**
- a. Payments are structured as 50% down for new projects and 50% at draft before revisions will be made.
 - b. The Client shall pay the Agency the agreed-upon fees for the digital marketing services provided.
 - c. All payments must be made via Quickbooks.
 - d. Payments are due based on proposal's contract dates.
 - e. All deposits are non-refundable.
 - d. Late payments will be charged \$25 per day, regardless of the reason.
- m. **REVISIONS:** Minor revisions to the project must be requested within seven (7) days of project launch or completion. Revisions that involve the reconstruction of sections, substantial changes, or additions beyond the initial project scope may require additional project time and may be subject to additional charges. Any revisions requested after the seven (7) day mark from project launch or completion must be requested through our update processes (membership or pre-paid only) and are subject to the terms and conditions outlined in this Agreement, including project estimates and pricing.
- n. **UPDATES:** Updates will only be made to pre-joined members can request changes to be made via email or by phone. Individual requests can be requested via our website and are required to be pre-paid based on the agency's update price list here at <https://www.stack-strategies.com/updates>. The update must be paid for in advance and will be processed within the normal processing time of 10 business

days, 5 days, or 2 business days, with expedited requests incurring additional fees as listed on the page.

- o. **CANCELLATION:** If any terms are violated, Stack Strategies Co. has the right to cancel the project and retain the deposit.

9. Business Decision Making:

Stack Strategies Co. acknowledges that business decision making, including but not limited to the following activities, is the sole responsibility of the Business Owner:

- Determining when to start a project.
- Gathering information and submitting content relevant to the project.
- Conducting research on tools and technologies.
- Deciding on the usage of digital tools.
- Targeting a specific audience for marketing initiatives.
- Developing an operational plan for the project.
- Assigning tasks to the business's team members for project execution.
- Developing operating procedures related to project implementation.
- Creating and executing the marketing project.
- Launching the project and associated initiatives.

Business Owner Accountability in Decision Making:

The Business Owner must take full accountability for ensuring the success of the project and their business. Stack Strategies Co. shall not be held responsible for any outcomes resulting from the decisions made by the Business Owner in the aforementioned areas. It is understood that Stack Strategies Co. provides services and expertise to support the Business Owner's objectives, but ultimate decision-making authority lies with the Business Owner.

10. Project Education

Included in the project package is educational advice on the basics of using the project. We may provide educational resources that outline the fundamental steps to utilize the tools as a courtesy to the business owner. However, it's important to note that while we aim to provide essential guidance, it is not guaranteed that the business owner will have comprehensive knowledge of the tools.

We strongly advise the business owner to take an active role in further educating themselves about the tools and strategies employed in the project. This can include but is not limited to:

- **Coaching:** Seeking coaching sessions or additional guidance to gain a deeper understanding of the tools and how to effectively use them.

- **Reaching Out for Support:** Contacting the support systems of the specific tools used in the project if assistance or technical support is required.
- **Watching Videos:** Exploring instructional videos and tutorials related to the tools, available on various platforms.
- **Taking Educational Courses:** Enrolling in online courses or educational programs that focus on the tools and related marketing strategies.
- **Finding Online Guides:** Utilizing online resources, forums, and guides to further explore and expand your knowledge of the tools and their applications.

Should the business owner feel the need for additional coaching or specific updates to the project, you can schedule coaching sessions through our website at [link to coaching sessions](#). For requesting updates to the project without additional education, you can do so here: [link to updates](#).

By taking a proactive approach to learning and enhancing your knowledge about the tools and marketing strategies, you can make the most of your project's potential and achieve your business goals effectively. We are here to support your journey, but your active participation in your own education is highly encouraged.

11. Intellectual Property:

- a. The Agency acknowledges that all intellectual property rights, including trademarks, copyrights, and other proprietary rights related to the Client's brand and materials provided by the Client, shall remain the Client's exclusive property.
- b. The Client grants the Agency a non-exclusive, worldwide, royalty-free license to use the Client's intellectual property solely for the purpose of providing the agreed-upon digital marketing services, including the right to reuse the designs as the Agency deems appropriate.
- c. The Agency is granted permission to share the Client's intellectual property for marketing purposes and has the right to reuse the designs as it sees fit.

12. Confidentiality:

- a. The Agency agrees to treat all confidential information received from the Client as confidential and will not disclose it to third parties without the Client's prior written consent, except as required by law.

13. Termination:

- a. Either party may terminate this Agreement by providing written notice to the other party.
- b. In the event of termination, the Client shall compensate the Agency for any outstanding

work or expenses incurred up to the termination date.

c. In the event of termination, the Agency has the right to retain the deposit.

14. Limitation of Liability:

a. The Agency shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with the services provided, including but not limited to loss of data, loss of revenue, or loss of business opportunities.

15. Governing Law and Jurisdiction:

a. This Agreement shall be governed by and construed in accordance with the laws of Cleveland, Ohio.

b. Any disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Cuyahoga County, Ohio.

16. Entire Agreement:

This Agreement constitutes the entire understanding between the Agency and the Client and supersedes any prior agreements, written or oral, relating to the subject matter contained herein.

By engaging the Agency's services, the Client acknowledges that they have read, understood, and agreed to these terms and conditions.