

## Stack Strategies Co. Terms & Conditions

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. Website Development:
  - a. If the Agency is responsible for website development, the Client acknowledges that additional terms and conditions may apply, including hosting, maintenance, and domain registration. *See project process section 4.*
  - b. The Client grants the Agency permission to access, edit, or modify the website, including content and design, for marketing purposes.
4. Project Process:
  - 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. require a non-refundable payment of \$50, which will be applied to the project's deposit upon engagement of services.
  - c. PROPOSALS While project proposals may estimate the amount of time needed for a project, the actual project duration may vary. Stack Strategies Co. allows for an additional 5 to 10 working hours buffer to all estimates provided.
  - d. 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 or pages not outlined in the original proposal, may incur additional costs.
  - e. MEETING The Business Owner is required to participate in the following meetings via Zoom: a consultation, a project planning 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.

- f. 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 for the website build beyond the "first-look" meeting may result in fees of up to \$25 per day or \$100 per week. The Business Owner is responsible for timely review and feedback on project drafts.
- g. 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. Stack Strategies Co. will provide guidance on the required systems.
- h. 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 two weeks 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.
- i. 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.
- j. WEBSITE UPDATES All website update projects require a 50% deposit before work begins, with the remaining 50% due upon completion.
- k. WEBSITE UPDATE PACKAGES Stack Strategies Co. offers website update packages for Business Owners who anticipate recurring update needs. Updates not included in the packages will be subject to "new project" pricing. Page reconstruction projects are considered new projects. To sign up for a package, the Business Owner must schedule a website update consultation through [stack-strategies.com](http://stack-strategies.com).
- l. EMAIL CAMPAIGNS Stack Strategies Co. offers a monthly membership for email campaigns. All members must sign up by the fifth of each month. Different membership options are available, including standard template campaigns and

custom newsletters. Details and requirements for email campaigns are outlined separately.

- m. EMAIL AUTOMATIONS Stack Strategies Co. builds email automations using email marketing systems provided by the Business Owner. Email automations are created based on information provided by the Business Owner. Updates to email automation may incur additional charges depending on the complexity and required changes.
  - n. SYSTEMS SUBJECT TO CHANGE The internet and its systems are subject to change. There is no guarantee that digital projects will remain unchanged after launch. Stack Strategies Co. will make reasonable efforts to adapt to any changes and provide ongoing support as required.
  - o. EDUCATION Stack Strategies Co. will provide verbal instructions on how to use or "plug-in" the completed project. Written documentation may be provided as a courtesy but is not guaranteed.
5. Revisions:
- a. Minor revisions to the project must be requested within thirty (30) days of project launch or completion. These revisions include minor changes and adjustments that do not involve the reconstruction of sections or significant modifications to the project.
  - b. 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. The extent of these revisions will be evaluated on a case-by-case basis.
  - c. Any revisions requested after the thirty (30) day mark from project launch or completion may be considered a new project. New projects will be subject to the terms and conditions outlined in this Agreement, including project estimates and pricing.
  - d. The Client acknowledges and agrees that timely communication and request for revisions are essential to ensure a satisfactory outcome. Stack Strategies Co. will make reasonable efforts to accommodate revisions within the specified timeframe but cannot guarantee the availability of resources or the exact replication of the initial project once the specified timeframe has passed.
6. 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 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.
  - c. The Agency is granted permission to share the Client's intellectual property for the sole purpose of an example to market the Agency's services. This includes

but is not limited to blog, social media, email, website and other marketing initiatives on behalf of the Agency.

7. 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.
- b. The Client acknowledges that the Agency may use aggregated and anonymized data for analytical and reporting purposes.
- c. The Client acknowledges that any information shared by the Agency in relation to marketing and business is the Agency's intellectual property and may not be disclosed to third parties without the Agency's written consent, except as required by law.

8. Payment Terms:

- a. The Client shall pay the Agency the agreed-upon fees for the digital marketing services provided.
- b. All payments must be made via Quickbooks.
- c. Deposits are required to initiate a project.
- d. PAYMENT PLAN STRUCTURE For new projects, payments are structured as 40% down, 40% at draft, and 20% at launch. Updating projects follow a 50% deposit and 50% payment upon completion structure.
- e. Payments are due within 15 days of the invoice date.
- f. Late payments will be charged \$25 per day, regardless of the reason.

9. 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 including the new client consultation deposit and the deposit in specific relation to the project.

10. Merchandise and Direct Shipping:

- a. Stack Strategies Co. may offer merchandise or products for purchase through its services. Any merchandise orders will be subject to separate terms and conditions specific to the product or service being offered. These terms and conditions will be communicated to the Client at the time of purchase.
- b. Stack Strategies Co. will make reasonable efforts to ensure accurate shipping and delivery of merchandise. However, the Client is responsible for providing correct shipping address and contact information. Stack Strategies Co. cannot be held liable for any issues or delays in shipping resulting from the Client's mis-typing or incorrect provision of address or contact information.
- c. Refunds and Size Selection: All sales of merchandise are final, and no refunds will be offered for any reason, including but not limited to wrong size selection or

dissatisfaction with the product. It is the responsibility of the Client to carefully review size charts and product details before making a purchase.

- d. Stack Strategies Co. will provide accurate size charts and product descriptions for reference, but the final selection and decision to purchase a specific size or product rests with the Client. Stack Strategies Co. cannot be held liable for any sizing issues or dissatisfaction resulting from the Client's selection.
- e. The Client acknowledges and agrees to the above terms and conditions regarding merchandise, direct shipping, responsibility for address/contact information, and no refunds for any reason, including wrong size selection.

11. 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.
- b. The Agency is not liable for any changes requested outside of the

12. 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.
- c. The Client is responsible for following the local, state and federal laws of business.

13. 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.