



PLEASE READ THIS AGREEMENT CAREFULLY. BY PURCHASING THE SERVICES YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE PRIVACY POLICY, USER AGREEMENT AND OTHER POLICIES LOCATED AT: <https://www.handf.us/tos> <https://handf.us/home/privacy-policy>

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is an agreement between Holliday And Friends, Holliday And Friends Co, AKA HNF ("Company") and you ("Customer" or "you") and applies to all professional services purchased by you (collectively, the "Services") in connection with your project.

Company may in its sole discretion change or modify this Agreement at any time. We will post a notice of any significant changes to this Agreement on the Company website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date these terms were last revised. Any changes or modifications to this Agreement shall be effective and binding on you as of the date indicated in a notice posted on this page. If no effective date for the changes is specified, your use of the Services after such changes or modifications shall constitute your acceptance of the Agreement as modified. If you do not agree to abide by this Agreement, you are not authorized to use or access the Services and your sole remedy is to cancel your Services.

#### 1. TERM AND TERMINATION

**Term.** The initial term of the Services purchased by you will be for the time period set forth in the confirmation email sent to you when you order the Services (the "Initial Term"). Unless you cancel prior to the end of the Initial Term, the Services will automatically renew on a monthly basis (each a "Renewal Period"). You acknowledge, agree, and authorize us to automatically bill the applicable Fees (as defined in Section 9) and/or charge your credit card or other payment method on file up to fourteen (14) days prior to the end of each Renewal Period, unless you terminate or cancel the Services prior to such charge. In the event that the Services you purchase include a minimum term as set forth in your confirmation email (the "Minimum Term"), upon completion of the Minimum Term, this agreement will automatically renew for subsequent Renewal Periods. The "Term" of this Agreement shall include the Initial Term or any applicable Minimum Term and all Renewal Periods, if any. Company cannot guarantee that the Services will be completed by a specific date but will use commercially reasonable efforts to perform the Services in an efficient and timely manner.

**Termination.** Subject to Section 8(b) (if applicable), you may terminate or cancel the Services you purchased at any time during the Term by giving Company notice by phone. The cancellation request is subject to verification of account ownership, as



determined in Company's sole discretion. You are obligated to pay all Fees and charges accrued prior to the effectiveness of any cancellation. This Agreement may be terminated by Company: (i) immediately if Customer fails to pay any Fees due hereunder; (ii) if Customer fails to cooperate with Company or hinders Company's ability to perform the Services; or (iii) if Customer breaches the terms of this Agreement. Further, a termination of Customer's underlying hosting account will result in the termination of this Agreement. If Customer terminates this Agreement prior to the completion of any applicable Minimum Term, Company may charge Customer an early termination fee as described in Section 7 below.

## 2. SCOPE OF SERVICES

- a. **Scope of Work.** Company agrees to provide the Services in accordance with the Services descriptions available on the Company's website and the scope outline sent to you via email. For Services that include website design and marketing services, the scope of Services is further detailed in e-mail and client portal that has been assigned and created following your consultation with Company.
- b. **Changes to Order.** Any changes to the scope of website design or marketing services must be documented in writing and submitted through Company's ticketing system (the "Change Order"). In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

## 3. CUSTOMER RESPONSIBILITIES

You agree to perform all tasks required and to provide all necessary assistance and cooperation to Company to complete the Services in a timely manner. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services and to ensure that such equipment and software are compatible with the Services. To the extent that the performance of any of Company's obligations under this Agreement may depend upon your performance of your obligations, Company is not responsible for any delays due to your failure to perform your obligations in a timely manner.

## 4. LICENSE GRANT

Solely for purposes of providing the Services, you hereby grant to Company a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute, photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, intellectual property, or material (whether written, graphic, sound, or otherwise) you provide, including without limitation, your logos and trademarks (collectively, "Customer Content"); and (ii) make archival or back-up copies of the Customer Content and the Website. Except for the rights expressly granted above, Company is not acquiring any right, title or interest in or to the Customer Content, all of which shall remain solely with you.



## 5. Website design

- a. Design. In the event the Services include website design services, the design of the Website shall be in substantial conformity with reasonable specifications provided by you to Company and within the scope of work provided by Company to you in the welcome email. You will deliver your Website specifications to the design agent during the initial phone consultation (approximate duration of 45 minutes) and/or through the email ticketing system. Upon Company's completion of the design, you will have the option to either (i) review the Website with a Company representative during an additional phone consultation (approximate duration of 30-45 minutes), or (ii) a thirty (30) minute video walkthrough of the Website. The Website review is to provide you with the basics of the backend of the Website so that you can take control of maintaining the Website. As stated below, once the Website design is completed, you are solely responsible for the maintenance of the Website including without limitation, backing up the Website and identifying and/or resolving any security or malware issues. Once the Website design is complete, Company is not responsible for maintaining the Website.
- b. Revision Process. You may submit the Website for up to two (2) rounds of revisions. You are encouraged to provide as much instruction and direction as possible with each submission for revisions. Each round of revisions will include a thirty (30) minute call with your designer.
- c. Accessibility of Website During Construction. Throughout the construction of the prototype and the final Website, the Website will be accessible to you through your hosting account file manager. Please note that you should not make any changes to the prototype during the construction phase unless instructed to do so by us. Altering files during Website construction may cause delays in the completion of the Website. Until you have approved the final Website, none of the web pages for the Website will be publicly accessible.
- d. Content Delivery. You must provide Company with the complete Customer Content for all web pages of the Website within thirty (30) days of the date of your initial purchase of the Services. If you do not submit complete Customer Content by such deadline, Company may cancel the project and you are not entitled to any refund of any Fees paid.
- e. Copyright to Website. You acknowledge, understand and agree that Company may use its own and/or may purchase third party licenses for products or services that are necessary for Company to design and develop the Website. Such products may include, but are not limited to, server-side applications, clip art, "back-end" applications, music, stock images, or other copyrighted work (collectively, "Third Party Assets") which are required for Company to design and develop the Website. You further acknowledge and understand that any Third Party Assets used to design and develop the Website are owned by Company and/or its licensors and cannot be transferred to you, and are hereby expressly not transferred to you. As between Company and you, all Third Party



Assets shall remain the property of Company and/or its licensors. You are prohibited from using any Third Party Assets on a stand-alone basis separate from the Website and from removing any metadata from any Third Party Assets. Third Party Assets that are owned or purchased by Company may also be used in the design and development of websites for other Company customers. Subject to the limitations set forth in this Section 6, upon payment of the Fees due to Company under this Agreement, you shall retain a worldwide right, title, and interest in and to the Website. Company and its licensors expressly retain the right to display graphics and other web design elements of the Website as examples of their work in their respective portfolios.

- f. Prohibited Content. Company will not knowingly include any of the following in the Website or in Customer's directory on Company's web servers: (i) text, graphics, sound, or animations that might be viewed as obscene or illegal; (ii) links to other websites that might be viewed as obscene or related in any way to illegal activities; or (iii) destructive elements or destructive programming of any type, all as determined by Company in its sole discretion.
  - g. Maintenance and Repair. The Services do not include maintenance of the Website. Customer is solely responsible for maintaining the Website once it is completed. The completion date of the Website is stated in the Customer's account. Any changes to the Website requested by Customer outside of the scope of the Services as set forth in this Agreement, the initial consultation, or any Change Order, will be billed at the hourly rates provided by Company.
6. MARKETING SERVICES
- a) Services. Depending on the Services you purchase, Company may provide one or more of the marketing services described below.
    - i) Managed Local Uplift Services. Company may provide managed Local Lift services to help you manage your business listings across various search engines and social media platforms ("Managed Local Uplift") pursuant to the terms of your purchase. In connection with Company's provision of the Managed Local Lift services, you are required to maintain a Local account during the Term and you authorize Company to update directory listings for business name, address, phone number, hours of operation and other business-specific information required for the Managed Local Uplift services. Once a directory listing is updated with the information from your profile, you authorize Company to take commercially reasonable measures to prevent the information in your listings from being overwritten by a third party during the Term. Please note that upon the termination or expiration of the Term, Company will no longer have access to update your business information and your directory information may be overwritten at any time.



- ii) **SEO Services.** In connection with Company's provision of search engine optimization services ("SEO Services"), you authorize Company to build backlinks through article writing and social bookmarking to influence the ranking of the Website on certain search engines. SEO Services are intended to obtain preferential positioning for the Website in selected search engines.
  
- iii) **Pay Per Click Services.** In connection with Company's provision of pay per click services ("PPC Services"), you authorize Company to use relevant keywords and/or phrases for positioning the contents of the Website in Google's ad network. PPC Services are intended to obtain preferential positioning for the Website on search engines and/or social media platforms.
  
- iv) **Social Media Uplift Services.** In connection with Company's provision of ("Social UpLift services"), you authorize Company to use relevant Customer Content and images for branding, social engagement, and/or driving traffic to the Website in Facebook and Twitter , INSTAGRAM. Social Media uplift services are intended to create/build brand awareness, engage followers, and bring traffic to the Website via social networks.
  
- v) **WebMaster's Support Services.** In connection with Company's provision of WebMaster's Support Services ("WebMaster's Support Services") you authorize the company to access, update, manipulate these listed items for the term.
  - (1) WEB HOSTING & DOMAIN
  - (2) DESIGN UPDATES
  - (3) WEBSITE BACKUPS
  - (4) CONTENT MARKETING
  - (5) SEARCH ENGINE OPTIMIZATION
  - (6) AUDITING AND REPORTING
  - (7) SECURITY MONITORING
  
- vi) **Project Management.** In connection with Company's provision of Project Management Services ("Project Management Services") you authorized the Company to plan, coordinate, and execute project task according to specific requirements and constraints. Project Management services have a set life cycle. Initiation, planning, execution, monitoring, close.
  
- vii) **Reporting.** Company will report results for SEO, PPC, and Uplift Services on a regular basis.



- b) Customer Acknowledgements. You understand, acknowledge and agree that:
    - i) Company has no control over the policies of search engines or directories with respect to the type of websites and/or content that they accept now or in the future. The Website may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity. Company will resubmit those web pages that have been dropped from the index but cannot guarantee that they will be accepted by the search engine.
    - ii) Some search engines and directories may take two (2) to four (4) months or longer after submission to list the Website. Certain search engines and directories may stop accepting submissions for an indefinite period of time. Certain search engines and directories may drop listings for no apparent or predictable reason. Often a listing will "reappear" without any additional submissions. Should the listing not reappear, Company will re-submit the Website based on the current policies of the search engine or directory. Certain search engines and directories may offer expedited listing services for a fee. You are responsible for all expedited service fees unless otherwise expressly stated and such fees will only be incurred with your prior approval.
    - iii) In the event that you have purchased both website design and marketing services from Company, the marketing services will not commence until the website design portion of the Services is completed with the Website launch.
  - c) Website Changes. Company is not responsible for any Website changes not made by Company that adversely affect the search engine or directory rankings of the Website.
  - d) Additional Marketing Services. Additional marketing services may be provided by Company for an additional cost, including for example, re-constructing meta-tags, keywords, and content.
7. FEES
- a. Fees. The fees for the Services shall be presented to you at the time of your purchase and set forth in the confirmation email (the "Fees").
  - b. Early Termination Fee. If you terminate this Agreement prior to the completion of any applicable Minimum Term, Company may charge you an early termination fee in an amount equal to the Fees due for the number of whole months remaining in the Minimum Term at the time of termination, not to exceed three hundred dollars (\$300) (the "Early Termination Fee"). In the event that the Services you purchase include website design services and you would like to take the newly designed website with you, in addition to the Early Termination Fee you will be charged the difference between the total Fees you have paid to date for the Services and two thousand dollars (\$2,000).
  - c. Project Abandonment. If after repeated attempts to begin, continue, or finalize the website design or marketing Services, you fail to participate, or become otherwise unresponsive to Company's requests for a period of two (2) months or longer, the project may be considered abandoned and you shall not be eligible for a refund of any kind.



- d. **Hosting Payments.** You must maintain the hosting account(s) connected with the Website in good standing. Any delays by Company in delivering the Services will not be a reason to delay payment for hosting services. If your hosting account becomes past-due, Company may delay or suspend the Services until the account is in good standing. Failure to pay for hosting services may also result in cancellation of the Services without a refund.
  - e. **Automatic Renewals.** By purchasing the Services, you agree to allow Company to place your account on a recurring payment plan. The account will automatically be re-billed according to the term length of the Services you select in your initial purchase. The Fees will automatically be re-billed up to fourteen (14) days prior to the payment date for each Renewal Term unless you cancel. You may cancel the Services you purchased at any time during the Term by giving Company notice by phone.
  - f. **Refunds.** Unless otherwise specifically stated in this Agreement, the Fees for the Services are nonrefundable. In the event that Company terminates this Agreement, you shall receive a prorated refund of any prepaid Fees for the then current Term, provided that such termination is not a result of your breach of this Agreement or Company's terms of service.
8. **REPRESENTATIONS AND WARRANTIES**
- a. **Company Representations and Warranties.** Company represents and warrants that the Services will be provided consistent in all material respects with the applicable Services descriptions available on the Company's website. Your sole and exclusive remedy, and Company's sole obligation, for breach of the foregoing warranty shall be for Company, at its option, to re-perform the defective Services at no additional cost to you. The foregoing warranties shall not apply to performance issues or defects in the Services (a) caused by factors outside of Company's reasonable control; (b) that resulted from any actions or inactions of Customer or any third parties; or (c) that resulted from Customer's equipment or any third-party equipment not within Company's sole control.
  - b. **Disclaimer.** THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, COMPANY AND ITS AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. COMPANY AND ITS AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. COMPANY AND ITS AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIM ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED



EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

- c. Customer Representations and Warranties. You represent and warrant that any Customer Content that you provide to Company for inclusion in the Website or use of the Services is owned by you, or you have permission from the rightful owner to use such intellectual property, and you will hold harmless, protect, and defend Company and its subcontractors from any claim or suit arising from Company's use of the Customer Content as set forth this Agreement.

#### 9. COMPLIANCE WITH LAWS

You agree that you are solely responsible for complying with all applicable laws, taxes, and tariffs in connection with your use of the Services and the Website, including without limitation those affecting Internet electronic commerce, and will hold harmless, protect, and defend Company and its subcontractors from any claim, suit, penalty, tax, or tariff arising from your use of the Services or the Website.

#### 10. LIMITATION OF LIABILITY

- a. IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, INCLUDING FROM ANY INTERRUPTION OF SERVICES, EVEN IF COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE FEES YOU PAID TO COMPANY FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

#### 11. FORCE MAJEURE

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

#### 12. RELATIONSHIP OF PARTIES

Company and Customer are independent contractors and nothing contained in this Agreement places Company and Customer in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements





in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

#### 13. ASSIGNMENT

You may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of Company. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Company may assign this Agreement and Company's rights and obligations hereunder, and Company may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective

#### 14. WAIVER

No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition of this Agreement.

#### 15. MODIFICATION OF SERVICES

Company reserves the right to modify, change, or discontinue any aspect of the Services at any time, provided that you will be notified in advance of any material change and given the opportunity to cancel without penalty in the event you do not agree to such change.

#### 16. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

#### 17. ENTIRE AGREEMENT

This Agreement, including documents incorporated herein by reference, constitutes the entire understanding of the parties in connection with the Services, and revokes and supersedes all prior agreements between the parties with respect to the matters covered hereby.