

## **I. Parties**

This agreement is between the Client and Overdrive Strategies, herein known as Provider.

## **II. Services to Be Performed**

Provider agrees to perform the following services for Client as agreed upon in proposal, so long as it does not violate any terms and conditions.

## **III. Client Agrees To Help Provider**

Client agrees to submit all data, information, and content to Provider in the format specified by Provider within 3 days of contract being signed, including payment information within 3 days of it being requested. Failure to do so will result in a delay in services.

## **IV. Non-Disclosure Agreement**

By signing the Contract for Service, you also agree to our NDA terms and conditions below.

### 1. Definitions

#### 1.1 "Provider Confidential Information" means:

- (a) any information disclosed by or on behalf of the Provider to the Client during the term of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
  - (i) was marked as "confidential"; or
  - (ii) should have been reasonably understood by the Client to be confidential;
- (b) "Permitted Purpose" means the purpose of promoting and benefiting both Provider and Client.

### 2. Term

This Agreement shall come into force upon the same date as the signed contract and shall continue in force indefinitely, subject to termination in accordance with Clause 5.

### 3. Client's confidentiality obligations

#### 3.1 The Client must:

- (a) keep the Provider Confidential Information strictly confidential;
- (b) not disclose the Provider Confidential Information to any person without the Provider's prior written consent, and then only under conditions of confidentiality approved in writing by the Provider;
- (c) use the same degree of care to protect the confidentiality of the Provider Confidential Information as the Client uses to protect the Client's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Provider Confidential Information;  
and

- (e) not use any of the Provider Confidential Information for any purpose other than the Permitted Purpose.
- 3.2 Notwithstanding Clause 3.1, the Client may disclose the Provider Confidential Information to the Client's officers who have a need to access the Provider Confidential Information for the performance of their work with respect to the Permitted Purpose and who are bound by a written agreement or professional obligation to protect the confidentiality of the Provider Confidential Information.
- 3.3 This Clause 3 imposes no obligations upon the Client with respect to Provider Confidential Information that:
- (a) is known to the Client before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
  - (b) is or becomes publicly known through no act or default of the Client; or
  - (c) is obtained by the Client from a third party in circumstances where the Client has no reason to believe that there has been a breach of an obligation of confidentiality.
- 3.4 The restrictions in this Clause 3 do not apply to the extent that any Provider Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Client on any recognised stock exchange.
- 3.5 Upon the termination of this Agreement, the Client must immediately cease to use the Provider Confidential Information.
- 3.6 The provisions of this Clause 3 shall continue in force indefinitely following the termination of this Agreement.
4. Warranties
- 4.1 The Provider warrants to the Client that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 4.2 The Client warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 4.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.
5. Termination
- 5.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3, 5.1, 5.2 and 6.
- 5.2 The termination of this Agreement shall not affect the accrued rights of either party.
6. General
- 6.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

- 6.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 6.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 6.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in this Agreement or any contractual rights or obligations under this Agreement.
- 6.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 6.6 Nothing in this Agreement shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.
- 6.7 Subject to Clause 6.6, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 6.8 This Agreement shall be governed by and construed in accordance with English law.
- 6.9 The courts of Hillsborough County, Florida USA shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

## **V. Legal Agreement**

### **Entire Agreement**

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

### **Time for Performance**

Provider will perform the services within 30 days of scheduling the project. Client will only be scheduled once signed contracts and all other necessary information is received. Client is responsible for submission of all initial data and content to Provider within 3 days of it being requested. If information is not submitted within 3 days – Provider cannot be held liable for previously estimated delivery times. Likewise, Client will submit any additional content requested by Provider and/or final proofing and editing to Provider within 3 days of a request.

### **Payment**

One Time Setup: Client will pay Provider for necessary setup costs as outlined in proposal.

Monthly Marketing: Client will pay Provider before the 3<sup>rd</sup> day of each service period or services shall be considered overdue and services shall be postponed until payment is made.

Payments going into delinquency, i.e. 7 days past an overdue payment, will subject Client to full liability and value of contract.

### **Terms of Payment**

Standard contracts are initiated for 24 payment months, unless noted inside the proposal to be of a different duration. Payment is to be sent to Provider on the date agreed within contract. Development and optimization will not begin until payment and/or escrow is received. Payment can be made via debit card, credit card or PayPal subscriptions.

You agree that you will pay for all products you purchase through Provider, and that Provider may charge your payment method for any products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account. You are responsible for the timely payment of all fees and for providing Provider with a valid payment method for payment of all fees. You agree to receipt of all invoices in an electronic format, which may include email.

### **Releases**

Client shall obtain all necessary copyright permissions and privacy releases for materials included in the content that is given to Provider. Client shall indemnify Provider against all claims and expenses, including reasonable attorney fees, due to Client's failure to obtain such permissions or releases. Client gives full permission to use all content provided to Provider under the terms of this agreement, including photos, videos, and all other content provided to.

### **Enforceability of Contract**

Any signature (digital, physical, faxed, written, printed, scanned, photographed, et al) is considered valid and liability will fall upon the signee and/or the owner of Client company as the beneficiary of services received.

### **Independent Contractor Status**

The parties intend Provider to be an independent contractor in the performance of the services. Provider and Client agree to the following rights consistent with an independent contractor relationship. Provider will have the right to control and determine the methods and means of performing the contractual services. Provider has the right to perform services for others during term of this Agreement. Provider has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement. Client shall not require Provider or Provider's employees or subcontractors to devote full time to performing the services required by this Agreement.

### **Limited Liability**

IN NO EVENT SHALL PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR

(V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT PROVIDER SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by Provider from its facilities in the United States of America. Provider makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

There have been no promises or agreements in the contracted work that will result in any sales, profits, or revenue for Client. The contracted work is strictly for helping Client to market and to help them develop an online presence and not to facilitate sales of their products and services or deliverability thereof.

### **Price Protection**

Provider reserves the right to change prices for products offered via the website at any time, and does not provide price protection or refunds in the event of a price reduction or promotional offering subsequent to purchase.

### **Regulation Z**

If you choose to cancel your contract, you may exercise this option within 3 days of first signing the contract. Cancellation allowed only by authorized party(s) who signed the contract. Contact our Support Center to let us know you'd like to cancel and we'll confirm we received your message. Voicemails and phone calls are not legally binding. Exception: You cannot cancel your order, if the delivery has started immediately as per your request or 3 days have passed.

### **Banned Services**

Provider reserves the right, in its sole discretion, to reject any website from participation in the "Page 1 Guarantee" due to website content, keywords, programming or type of website, at any time during service. Provider also asks the content of the Client website not change during a contract if it could violate any of these conditions below:

- Drugs (legal or illegal)
- Sex (softcore or hardcore)
- Gambling
- Stock or Forex Trading
- Illegal Activities (carding, warez, malware, etc.)
- Counterfeit Items (handbags, watches, clothes, etc.)
- Music Company or Artist
- Ponzi-Schemes or MLMs

**Referral Program**

Every client under an active or previous contract shall obtain the right to send referrals to Provider and be paid a recurring rate for the lifetime of 'Referred Client's Contract'. Monthly payout rates are based on the current month's charges for 'Referred Client' & Monthly Total Referred (actively paying).

Referral Payout Rate

Total Dollar Amount of Services Signed Monthly	Payout Percentage
\$0 to \$5,000	10%
\$5,001 to \$10,000	15%
\$10,001 to \$25,000	20%
\$25,001+	25%

**Disputes**

If a dispute arises, the parties will try in good faith to settle it through the Administrative Process. Each party will cooperate fully to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days, it will be arbitrated by a county or federal court system. Agreement to services means all judgments will be entered in the same venue and jurisdiction the Provider resides in. Costs of arbitration, including lawyers', filing and time-management fees, will be allocated by the arbitrator.

You agree that: (i) the Service shall be deemed solely based in Tampa, Florida; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over Provider, either specific or general, in jurisdictions other than Florida. These Terms of Service shall be governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. Any claim or dispute between you and Provider that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Hillsborough County, Florida. These Terms of Service, together with the Privacy Notice and any other legal notices published by Provider on the Service, shall constitute the entire agreement between you and Provider concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Provider failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Nothing in these Terms of Service shall be deemed to confer any rights or benefits to Client, third-party or otherwise.

**No Partnership**

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

**Page 1 Ranking Stipulation**

As we do not own or control Google, should rankings drop from Page 1, payments must continue.

## **Guarantees**

Any and all guarantees come with stipulations covered in this TOS.

WEBSITE + SEO: \*Website leads and traffic is Client's for 12 months. \*\*Client must pay 15% of all Page 1 terms PPC value or \$25 each month, whichever is greater, to keep receiving domain's traffic/leads. \*\*\* Provider maintains all ownership of domain, articles, web properties and back links. \*\*\*\*Monthly payment amounts will be re-calculated every 6 months. \*\*\*\* If PPC Value is not determined, it will be set at \$1.00 as the default.

SEO PAGE 1 GUARANTEE: \*Focus keywords must be approved by Provider. \*\*Will rank you Page 1 for relevant keyword(s) and phrase(s) found on your site, relating to your product(s), company or service(s). \*\*\*When a keyword reaches Page 1 – contract and payments begin and is entered in for 24 months. The final 6 months of contract payments (\$2,370 or \$2,970) must be deposited to start, and will be held by [www.Escrow.com](http://www.Escrow.com). \*\*\*\*\*Refunds given to sites that never reached Page 1 within 24 months. \*\*\*\*\*Screenshots, images, email updates, ranking reports, video, time stamped or not, qualify as proof of Page 1 Rankings. \*\*\*\*\*Rankings will be for Google, Bing or Yahoo.

WEBSITE: \*You will give us all data for the website within 72 hours, any additional details given outside this timeframe will result in deliveries outside the proposed time frame.

DIRECT MAIL: \*Late delivery may occur due to weather and other unforeseen circumstances.

REPUTATION: \*Reviews must be genuine, if falsified or altered, CLIENT agrees to take all legal liability. \*\*We do not own the sites posted to, and cannot guarantee reviews will stick.

## **Upgrades**

Any client wishing to upgrade their current package can do so at any time. Upgrading will reset the contract's expiration date.

## **Cross-grades**

Switching keywords is allowed once payments have initiated. Switching domains must be manually approved.

## **Downgrades**

Downgrading your package is permissible under manual review and approval once payments have initiated. Downgrading will reset the contract's expiration date and results in a penalty of \$995 or 25% of the contract value's current/downgrade difference, whichever is greater. If lower package is not available or current package is custom, downgrades are not allowed.

## **Activation of Service**

If Client changes or removes website content, URL or keywords before a Ranking Guarantee has been met, this will initiate service payments. All changes in owner, business name, company name, domain name, physical location or operation status (in business/not in business) must be submitted by an authorized user of the Client to Provider in writing within 7 days of changes being made or client will be liable for full value of the contract. All changes must be manually approved by Provider.

## **Non-Payment, Going Out of Business & Liquidation Clause**

If Client is unable to pay - the contract may be terminated by paying the full monthly price for the length of service provided, even if the Page 1 Guarantee has not been met. The number of payments will be calculated from the date of signature through the number of months service was performed. If Client does not setup a payment plan or pay the amount due in full within 30 days, Client will be liable for full value of contract. Utilization of this clause also stipulates that Client must transfer domain name ownership, website theme, articles and all online properties & logins over to Provider.

## **Intellectual Property**

Provider shall retain all copyrights, patents, algorithms, trade secrets, emails, phone numbers and other intellectual properties to everything used and garnered in a campaign. These intellectual properties are not to be shared with any parties that are not a part of this contract. Provider maintains ownership indefinitely. Usage of intellectual property without express written consent will incur a minimum \$5,000 fine per violation.

### **Delinquency**

Invoices not paid after 10 days will go into delinquency, incurring a 10% late fee every 30 days, with a maximum of up to 35%. Client in delinquency is liable for their contract, payments and delinquency fees.

### **Ongoing Service**

All monthly services shall continue beyond the life of the contract indefinitely until cancelled.

### **Counterparts**

The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.

### **Libel**

Defamation or libel will result in a minimum fine of \$5,000 and up to \$25,000 per violation. This includes personal attacks on staff verbally, slander, negative reviews online and offline and/or libelous behavior that do not come with a 'Statement of Fact'.

### **Statements of Fact**

If you have a concern, address us first before leaving a review online or offline. We believe a review is built on facts that can be verified with screenshots, reports and video. Therefore, we request that you post all reviews, online and offline, with verifiable evidence. Negative statements not containing Statements of Fact will be considered Libel and/or Slander. This condition will survive these Terms of Service and your use of the service.

### **Modification**

Provider reserves the right to amend these Terms of Service at any time and it is Client's responsibility to review these Terms of Service for any changes regularly here (<http://www.OverdriveStrategies.com/client/TOS.pdf>). Use of Service following any amendment will signify your consent and acceptance of its revised terms.

### **Waiver**

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

### **Severability**

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited by Provider and court only to the extent necessary to render it valid and enforceable.

### **Successors and Assignees**

This agreement binds and benefits the heirs, successors, employers and assignees of the parties. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by Client, but may be assigned by Provider without restriction.

### **Governing Law**

This agreement will be governed by and construed in accordance with the laws of the state that the Provider resides.

### **Indemnity**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless PROVIDER, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

### **Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. PROVIDER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND PROVIDER WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

### **Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms,

conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.