

Purchase Agreement

I understand that by Signing and Clicking the “Confirm Contract” button, I have read and accepted the terms & conditions stated on this page. The following terms and conditions are applicable for clients that have received an invoice from Osanex Services.

Hereafter, the “person”/”organization”/”Company”/”agency” buying any packages, plans referred in this document as “Services” that includes – *Web Design, Search Engine Optimization SEO, Pay-Per-Click Campaigns, Facebook Advertising, Google AdWords, PPC Ads, Ad Management, Analytics Reports, Monthly Maintenance, WordPress, WooCommerce, E-commerce, Service Call, Vincify, Landing Page, Hack Removal, Graphic Services including Logo, Brochures, Business Cards, Banners, Posters, E-Design, Presentation, eBrochures, Booklet, Folder, QR Code, Audio, Print, Delivery, Video, ebooks, Editing, Branding, Video Production & Shooting, Photography, Social Media, Social Media Icons, Internet Marketing Training and any other Strategy Formulation, Training, Graphics and any Marketing and Sales Services* (Do we want to add any other service) something from Osanex Services. or any of the direct / redirect / indirect links to this page, URL’s, or Domains will be referred in this document as “Client”, “you”, “your” and Osanex Services as the “Service Provider”, “we”, “us” “our”.

This agreement is based on any past, present and or future Services provided by the Service Provider to the Client. Since the Services offered by the Service Provider are unique and different from one another, the following terms and conditions apply as per the specific Services purchased and documented in the invoice provided by the Service Provider. Other than the Common Terms & Conditions, additional conditions will apply based on the Client’s purchase of the invoiced Services. *The following terms and conditions are service-specific as per the Client’s purchase of the services documented in the invoice.*

COMMON TERMS & CONDITIONS FOR OUR SERVICES

1. **Authorization:** The Client is engaging the Service Provider, as an independent contractor for the specific purpose of designing and setting up new accounts for the purchased Services. If need be, the Client hereby authorizes the Service Provider to access their pre-existing accounts allowing “write permission” and authorizes the Agent, Company, Associates and the Account Provider to provide the Service Provider with permission for the Client’s accounts, and any other login, access information or programs which need to be accessed. The client also authorizes the Service Provider to use the login information to access any third-party accounts associated with the purchased Services or site from where the Client would like the

Service Provider to access licensed images, copyrighted text and other technical information, configurations, audio, video, media and content useful in designing and developing the purchased Services.

2. **Links:** This agreement contemplates that all links provided by the Client have been verified and approved for use on the Client's Services. The Service Provider takes absolutely NO RESPONSIBILITY in ANY suit(s) that are directed to the Client from links that have not been approved for use on the Client's account and Services.
3. **Graphics & Audio, Video Media:** It is anticipated that the Service Provider will create, capture or receive from the Client all graphics, audio, video media elements necessary to complete the Client's Services. This includes audio, video, images, photography, scanning services, video, and photo shooting, editing, animation, and 3rd party stock photography, audio, video and any media element as listed below:

3.1. Photography, Audio, Photography / Photo, and Video Shooting: For Clients residing in the U.S and Canada, at the request of the Client the Service Provider will visit the Client's place of business and capture images, video, audio in digital format for inclusion on the Client's Services. The Service Provider will also be able to scan images, send and receive digital media formats for audio, video and shoot videos at the Client's request. Due to the differing needs of Clients, the quantity of digital photography, video production, footage, shooting locations and scans and costs incurred will be negotiated. The client agrees to pay for all additional travel, food and stay costs for our team involved in this process.

3.2. 3rd Party Stock Photography, Audio, and Video: Any costs incurred in purchasing 3rd party stock photography must be paid by the Client. The Client takes full responsibility for any 3rd Party Stock Photography, Audio and Video that he provides to the Service Provider by any medium and will hold harmless, protect, and defend the Service Provider and its subcontractors from any claim or lawsuit arising from the use of such elements furnished by the Client.

4. **Text & Files:** Text and any other file supplied by the Client shall be provided in popular readable electronic format (i.e. Microsoft Word / .jpg / .gif / .png / .pdf). Submission can be made as: an email attachment; or a CD; or a DVD; or an external USB drive. If the Service Provider is requested to obtain files by other means, then appropriate charges will incur. (What does the mean of the last sentence)
5. **Additional Requests:** If the Client wants the Service Provider to develop or design any additional material for web or print purposes, the standard rate of \$120/hr will be applicable. The price can be negotiated based on the work required.

6. **Payment Terms / Workflow:** Unless stated in our quotation or invoice, the Client agrees to pay the Service Provider full cost upfront for all / any Services. Upon receiving the full payment, and making sure that the Service Provider has complete access and content from the Client, our designing and development process will commence. When buying our Services online, the Client is required to pay the full amount upfront through our secure PayPal gateway. We accept email transfers in the case where the Client is not comfortable buying through Paypal Online Credit Card. Only in the case where the total amount for the development exceeds \$15,00, a minimum deposit of 50% of the total quoted amount is required to commence development. Other means of commencement may be negotiated. The remainder (final payment) of payment is due upon or prior to completion of development. The payment can be made in the form of an online Credit Card Payments, Bank Draft, Money order, Cheques, Bank transfers, email transfers. The Service Provider reserves the right to remove all web content, designs, development from the Internet if payment is not made within thirty (30) days after delivery of our completion notification. If a payment delay is anticipated, please contact the Service Provider to discuss potential problems in advance. If problems are anticipated, we may be able to accommodate an alternate arrangement. If the Client is delinquent in their payment, then proper actions may be taken by the Service Provider and the account may be handed over to a 3rd party Collections Agency for proper handling and recovery.
7. **Monthly Subscription Service Payment:** The Client agrees to pay the monthly fees in advance for each month. The monthly Service Provider reserves the right to hold the monthly services if payment is not made within five (5) days after the due date. If a payment delay is anticipated, please contact the Monthly Service Provider to discuss potential problems in advance. If problems are anticipated, we may be able to accommodate an alternate arrangement. If the Client is delinquent in their payment, the proper actions may be taken by the Monthly Service Provider and the account may be handed over to a 3rd party Collections Agency for proper handling and recovery.
8. **Client Amends for Services:** The Service Provider prides itself on providing excellent customer service. That is the spirit of our agreement and the spirit of the Service Provider's business. To that end, we encourage input from the Client during the design process. The Service Provider understands, however, that the Client may request significant changes to Services that have already been rendered to the Client's specification. To that end, please note that our agreement does not include a provision for significant design, development or production in excess of our

agreement. **Some examples of significant Service modification at the request of the Client include:**

8a. Designing, producing and shooting a completely new video, audio, photography, graphic design, ad, website layout or strategy, vision change to accommodate a substantial change at the Client's request.

8b. Recreating or significantly modifying the company logo, graphics, resetting new accounts for Google tools such as Google Analytics, AdWords, Google Console, Google Maps and Google Places at the Client's request.

8c. Replacing more than 50% of the text, image content to any given page, graphics at the Client's request.

8d. Creating a new navigational structure or changing the design or links in graphics at the Client's request.

8e. Significantly reconfiguring the Client's PPC AD account, Campaigns, Advertisement, Graphic Designs or Web Links.

8f. For Monthly Technical Maintenance: Any content upload, update such as uploading and replacing text, images to any given page at the Client's request or significantly reconfiguring the Client's shopping cart with new product upload, shipping or discount calculations if an e-commerce enabled site has been selected by the Client.

8g. Any additional content update on the website other than the one already included in our Virtual Assistance Plan.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be an intricately involved design of each page, graphics or PPC campaigns are encouraged to negotiate an agreement before purchasing our Services.

If significant development is requested by the Client in excess of our agreement, charge(s) will be invoiced accordingly.

9. Copyrights and Trademarks: The Client represents to the Service Provider and unconditionally guarantees that any elements of text, graphics, photos, designs, audios, videos, trademarks, or other artwork furnished to the Service Provider via Email, Phone, Internet, On-Paper, in-meeting and otherwise, for inclusion in the Client's web site are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Service Provider and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client. The client agrees that any content used while developing the website is owned

by the client and Under no circumstances will the Service Provider be liable for Client's Content or the content of any third party, including, but not limited to, for any errors or omissions in the Client's Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise. The Service Provider will not be liable for any Copyright Infringements.

10. **Third Party Modifications:** Some Clients may desire to independently edit or update their Services after completion of the design/development as a way to control costs and avoid further expense. The Client agrees that once we complete the development for Client's Services and the Client or an agent of the Client other than the Service Provider attempts to update Services that were previously rendered by the Service Provider and damages the design or impairs the ability for the Services to display or function properly, then time to repair the will be assessed at the hourly rate of \$120. Please note that the aforementioned is applicable for Monthly Maintenance as well.
11. **Assignment of Development:** The Service Provider reserves the right to assign certain subcontractors to this development to ensure the right fit for the job as well as on-time completion. The Service Provider warrants all work completed by subcontractors for this development.
12. **Additional Expenses: The client** agrees to reimburse the Service Provider for any critical Client requested expenses necessary for the completion of the development. **Examples would be** the purchase of specific fonts; the purchase of specific photography, audio, video; forms; the purchase of specific software; using any third-party plugins; third-party online portals; submittal to specific search engines at the Client's request.
13. **Age:** Authorized representative of the Client certifies that he or she is at least 19 years of age and legally capable of entering a contract in the Province of British Columbia on behalf of the Client.
14. **Abuse:** The client agrees to work together, deal and behave with the Service Provider in a professional manner. Any kind of repeated pattern of inappropriate, false accusations, harassment, derogatory or threatening speech directed towards the Service Provider, its officers, staff, and contractors will not be tolerated. The Service Provider has the right to take strict action, legal steps, abiding the law and resume the development process and any related Services right away offering no refund or guarantees to the Client. The Service Provider has zero-tolerance for Clients abusing our Services.

- 15. Limited Liability:** The Client agrees that any material submitted for publication will not contain anything leading to abusive or unethical use of the Service Provider. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of illegal activity, and any infringement of privacy. The Client hereby agrees to indemnify and hold harmless the Service Provider from any claim resulting from the Client's publication of material or use of those materials. It is also understood that the Service Provider will not publish information over the Internet which may be used by another party to harm another. The Service Provider will also not develop pornographic or illegal software for the Client. The Service Provider reserves the right to determine what is and what is not suitable.
- 16. Indemnification:** The Client agrees that it shall defend, indemnify, save and hold the Service Provider harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees associated with the Service Provider's development of the Client's Services. This includes Liabilities asserted against the Service Provider, its subcontractors, its agents, its clients, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns. The Client also agrees to defend, indemnify and hold harmless the Service Provider against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business. Under no circumstances, including negligence, shall the Service Provider, its officers, agents or anyone else involved in creating, producing or distributing service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to the Service Provider records, programs or services. Notwithstanding the above, Client's exclusive remedies for all damages, losses, and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate amount which Client paid during the term of this contract and any reasonable legal fee and court costs.

17. **Ownership:** Copyright to the finished assembled work of Services produced by the Service Provider and graphics shall be vested with the Client upon final payment for the development. This ownership is to include design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this development. All materials developed that are intended for publication to the web remain the property of Service Provider until such time as final payment for the development has been tendered by the Client. At this time, all materials become the property of the Client and may be used by them as desired. Should materials described in this agreement be used on the web by the Client before the tender of final payment, then this agreement is breached and appropriate penalties will apply.
18. **Design Credit & Reviews: The client** agrees that the Service Provider may put a byline on the bottom of their web site, establishing design and development credit. The client also agrees that the web site, graphics, video, audio and any development created for the Client will be included in the Service Provider's portfolio and the Client will provide a text review, audio or video testimonial when requested by the Service Provider. If any or none of these are acceptable, please inform the Service Provider beforehand via email or in writing via registered mail.
19. **Nondisclosure:** The Service Provider, its employees, and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Service Provider including strategies, vision, information mind maps, training to another party.
20. **Completion Date & Cancellation:** The Service Provider and the Client must work together to complete the development in a timely manner for both parties to remain profitable. Cancellation of the development at the request of the Client must be made within 2 weeks (14 days) of the purchase. In the event that development is postponed or canceled at the request of the Client after 14 days of purchase, the Service Provider shall have the right to retain 50% of the total amount invoiced for the service as a deposit and development expenses. In the event this amount is not sufficient to cover the Service Provider for time and expense already invested in the development, an additional payment may be due. If additional payment is due, this will be billed to the Client within 10 days of notification to stop development. The final payment will be expected under the same terms as listed in this agreement. The Client agrees that once the Service Provider completes the design and

development process, any further work will incur an additional cost that will be estimated and quoted to the Client for further development. Unless the Client is a monthly paid service subscriber with the Service Provider, the Client agrees that the Service Provider has no legal liability to work further on the completed services and any projects.

21. Entire Understanding: These terms thereto constitute the sole agreement between the Service Provider and the Client regarding any development provided by the Service Provider for the Client. It becomes effective immediately upon engagement of services from the Service Provider or buying any Services from the Service Provider. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Service Provider. Both parties warrant that they have read and understood the terms set forth in this agreement. This agreement is effective on all the Clients that the Service Providers has rendered Services and where the Client has purchased the Services, and for any Client that has any Services with the design credit or byline in the footer mentioning “powered by” or “website designed by” etc. linked to the Service Provider’s URL’s.

22. REVISIONS TO THESE TERMS OF AGREEMENT The Service Provider reserves the right to revise, amend, or modify the Terms of this Agreement and other Terms Of Use, Privacy Policies and Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with our Terms of Agreement.

WEB DESIGN TERMS

23. Website, Web Design, Web Development / Plans / Packs / Packages – Terms & Conditions: For Client’s purchasing the Website Design Services as contemplated in each of the Web Design Plans mentioned on the respective pages:

23.1 Domain Registration: At the Clients request, the Service Provider may secure a domain name (www.myname.com | .ca, etc.) on behalf of the Client. All charges incurred in doing so will be billed to the Client as an additional fee. These are Internet fees and are not a source of income for the Service Provider. Should the Client desire a specific domain name that is already owned by another party then an alternative domain name must be registered. If the Client already has a domain name, the Service Provider may coordinate redirecting the address to the new hosting server.

23.2 Standard Hosting Services: At the Clients request, the Service Provider may order an account with a Host Provider on behalf of the Client or the Client may order the account independently. We offer the Client the ability to order this account independently as a way

to help the Client control cost. If the Client chooses to have the Service Provider order an account with a Host Provider, the Client agrees to pay all necessary hosting fees before ordering. If however, the Client is not an advanced user of the Internet, the Client is encouraged to use the services of the Service Provider to secure and maintain this account.

23.3. E-mail Assistance: The Service Provider may offer e-mail assistance to Clients who have their World Wide Web site residing on the Service Providers server. This includes a provision to assist the Client with e-mail setup using the maximum number of accounts allowed by the Service Provider. Current e-mail clients supported by the Service Provider include all versions of Microsoft Outlook Express and Outlook for all Microsoft Office products. In some cases where the e-mail setup is not successful, the Client may have to contact their Hosting or Email company for further assistance. For Clients who's World Wide Web site resides off the Service Providers server, it is urged that the Client contact their Hosting Provider for e-mail assistance.

23.4 Cross-Browser Compatibility: Our agreement contemplates the creation of a website viewable by, Microsoft Internet Explorer 10 and Google Chrome. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. The client is aware that some advanced techniques on the Internet, however, may require a more recent browser version and brand or plug-in. The client is also aware that as new browser versions of Internet Explorer and Chrome are developed, the new browser versions may not be backward compatible. If requested by the Client, time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated.

23.5 Add-Ons: These are additional configurations, features, programming languages that the Client may wish to use for their World Wide Web site. If a large scale development using any and or all of these add-ons is necessary, the price can be negotiated for CGI / PHP / Macromedia Flash / DHTML / Real Audio/Video / QuickTime / QuickTime VR / Microsoft Media / Java Applets / JavaScript / MySQL Databases, E-commerce/Merchant Account/Secure Certificate. The Service Provider recommends the use of your banks' e-commerce services. If information is required, the Service Provider will be pleased to offer assistance in obtaining further information. The Client understands and agrees that any cost and charges incurred directly or indirectly related to the Client's E-commerce website portal, fees, penalty or sales are not covered by the Service Provider. From the day the website is completed by the Service Provider; the Service Provider makes absolutely no liability for Client's eCommerce customer complaints and any transaction, function, configuration, third-party plugin, open-source CMS, application failures. The Service

Provider is not responsible for maintaining the Client's website unless the Client is a monthly paid service subscriber for technical monthly maintenance packages.

23.6 Search Engine Registration: Upon final payment of development and at the Client's request, the Service Provider will optimize the Client's World Wide Web site with appropriate titles, keywords, descriptions, and text and thereafter submit the Client's World Wide Web to free search engines and directories.

23.7 Website Design Services: The client agrees that the Service Provider may use open source platforms such as WordPress CMS and third-party applications to build website and will not be held liable for any faults, loopholes, hack, spam or any other problem arising due to mismatch, upgrading error with different versions of the CMS & plugins, applications. The Client also agrees and understands that problems arising due to third-party hosting, servers, domain provider or any technical reason or by the act-of-god is not the fault of Service Provider and therefore agrees to hold harmless, protect, and defend the Service Provider and its subcontractors from any claim or lawsuits.

23.8. SEO Keywords & Pages: The Service Provider does not provide any Warranty/Guarantee for Search Engine Ranking. Moreover, the Page rank depends on various different factors such as your website content relevancy, page popularity, authentic backlinks, domain age, blogging consistency, social media presence, and niche. If the Client is looking for a guarantee over the page rank, the Client should get our Search Engine Optimization services.

MONTHLY WEBSITE MAINTENANCE, SEO TERMS

24. Monthly Web Updates / Upgrades / Monthly Technical Maintenance /

WordPress, Woocommerce, Website Maintenance: For Client's purchasing Monthly Technical Maintenance and Monthly Seo Services – The Client agrees to let the Service Provider update and maintain their website on a monthly basis. The Client understands agrees and authorize the Service Provider to make changes to the programming, HTML, PHP, CSS, JQuery, coding, database, feeds, server settings, configurations, DNS, MX, Seo keywords, locations, XML, plugins, widgets, applications, podcast and security settings, backup, content and all the other technical and non-technical features necessary to improve the overall exposure and performance of the website.

25. Monthly Website Maintenance Service Assistance: For Client's purchasing Monthly Technical Maintenance and/or Virtual Assistance Services – The Client understands and agrees that Website Maintenance is performed on a periodic basis depending on the size of the website. Any request by the Client in excess to the

maintenance plans will be billed separately and must be submitted via email between 10 AM to 4 PM, Mon – Fri. Any request received after 4 PM will be considered as a request for the next day. The client agrees that to process such requests, the Maintenance Service Provider may take 3 to 5 business days depending on the request queue.

- 26. Monthly Maintenance Guarantee:** The Client understands and agrees that web maintenance is done on an open-source content management system such as WordPress and/or WooCommerce, third-party plugin, interface that is saved on a third-party hosting server and failure or success of such updates depends on a number of factors such as server response time, server bandwidth, internet connection, version compatibility with other plugins, widgets, by act of God; making the monthly maintenance guarantee ineffective and therefore agrees to hold the Maintenance Service Provider harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees.
- 27. Monthly Paid Subscription Cancellation Policy:** Cancellation of any monthly paid subscription plan such as the Technical Maintenance Plans, Monthly SEO Plans, Google AdWords Management, Analytics Reporting must be notified sixty (30) days before the cancellation date via email/mail. In the event that updates are postponed or canceled at the request of the Client by email, the monthly Service Provider shall have the right to retain 50% of the original payment as a deposit and maintenance expenses. In the event this amount is not sufficient to cover the Maintenance Service Provider for time and expense already invested in the maintenance, an additional payment may be due. If additional payment is due, this will be billed to the Client within 10 days of notification via email to stop monthly updates. The final payment will be expected under the same terms as listed in this agreement.

GOOGLE CONSOLE / WEBMASTER, ANALYTICS, ADWORDS, FACEBOOK ADVERTISING TERMS

- 28. Payment to Google AdWords, Facebook Advertising and Social Media Ads:** For Client's purchasing Google AdWords and/or Facebook Advertising Services: Pay-Per-Click PPC is a paid advertisement service where the Client pays directly to Google Inc. and Facebook Inc. for any clicks (pay-per-click) that the online web visitors may click using the Ad's/Campaigns designed by the Service Provider. The Client agrees to pay in full the set daily / weekly /monthly/yearly budget for the Pay-Per-Click ad Campaigns to Google Inc. and Facebook Inc. and accept to hold harmless, protect, and defend the Service Provider and its subcontractors from any penalty or claim or suit arising from delay in Payments to Google Inc., Facebook Inc.

The Client accepts and understands that the Service Provider/Monthly Service Provider does not pay on behalf of its Client to Google Inc., Facebook Inc., and the Client takes full responsibility to run their own Campaigns / Advertisements on Google, Facebook and associated Google, Facebook Affiliate channels. The Service Provider is responsible for only setting up the Client's ad campaign account and managing it on a monthly basis (if the monthly service is purchased) but does not act as a payer for any Google or Facebook fees, penalty, bidding or budget. The Client agrees to use their own credit card / alternate payment methods to pay to Facebook Inc., the Service Provider should not be held responsible for any payments to Google Inc., and Facebook Inc. in order to run the Ads/Campaigns. If the Client chooses to disable ads with no prior notice to the Service Provider when on monthly maintenance, the Service Provider should not be held responsible for any maintenance unless the campaigns are reactivated.

29. Google AdWords, Facebook Advertising Campaign and Advertisement

Design: The client agrees that the Service Provider may use free accounts for Google AdWords. The Client agrees to provide the Service Provider with keywords related to targeted niche along with different demographics, geographic location and age groups. This will also include an idea, message, text or pictures furnished by the Client to the Service Provider. Once the Advertisement Design is approved by the Client, any further changes to the design will incur an additional cost.

30. Google AdWords, Facebook Advertising Campaign Success Rate: Even though the Service Provider will make every effort to the best of knowledge and ability to setup Clients account, campaigns, budgeting, and ad designs in order to maximize results and success rate, failure of such (Paid Ads on Google AdWords) advertisements cannot be neglected. Google AdWords is a third party application that the Service Provider will use to set up the Client's account and design campaigns but does not own or control the application (AdWords Algorithm or system application). Failure with Paid Ads can happen due to many reasons such as higher bidding by competitors, shortage of Clients funds, technical reasons, human error or by the act of god. In any case of failure, the Client agrees and will hold harmless, protect and defend the Service Provider and its Subcontractors from any lawsuit(s).

31. Google Tools, AdWords and Facebook PPC Refund Policy: No refunds will be made on "Google AdWords PPC", "Webmaster or Google Console", "Google Analytics", "Facebook Advertising" and any related "Monthly Maintenance" and "Reporting" Services. The Service Provider does not offer refund for glitch and

Google, Facebook AD policy violations found on the Client's website – this includes any disapproval, illegibility from Google, Facebook team for the campaigns set up by the Service Provider due to improper format of the Clients website such as Parked Domain, Prohibited Content, Practices, Restricted Content, Editorial or technical violation [as described here](#). The Client understands and agrees that the Service Provider has no control over Client's website and in order for AD Campaigns to work/function, their web page and websites must comply with Google, Facebook policies. The Client understands and agrees that the Service Provider is only responsible for setting up accounts, creating campaigns and making changes as per the Client's request to the running campaigns and therefore should not be held liable for any performance issues, damages, online sales, web visitors, online web traffic, pay-per-click traffic, bidding, and any related issues with AdWords or Facebook advertising Services.

32. **Payment to Google Inc. and Facebook Inc.:** The Service Provider uses free Facebook, Google Analytics, Webmaster Tools accounts to set up, track and monitor the website and ad campaigns. If the Client chooses to use any premium Google or Facebook services, the Client agrees to pay the premium fees directly to Google Inc. and Facebook Inc. The Service Provider is not responsible for any such payments.
33. **Google Analytics Code Installation:** The client agrees that the Service Provider is not responsible for installing the Google Analytics code on the Client's website. The Service Provider will generate the Google Analytics code and will provide this to the Client via email. Only upon receiving Client's written request the Service Provider will install the Google Analytics Code on a Client website. Additional fees will be applicable for such installations.
34. **Web Improvements related to Google Console/Webmaster, Analytics:** Even though the Service Provider will make every effort to the best of knowledge and ability to setup Clients account, it is not the responsibility of the Service Provider to improve the website or ad performance. Google Analytics™ or Webmaster Tools™ or Reporting service is a tracking and monitoring service and not web improvement or redesign service. The Service Provider will set up the accounts or will send reports with user data, statistics and advice on how to improve web/ad performance, but if the Client wants the Service Provider to revamp or fix the ad/websites – additional fees will be applicable. The Client agrees and will hold harmless, protect and defend the Service Provider and its Subcontractors from any lawsuit(s).
35. **SEO Definitions, Guarantee & Refund:**

35.1 SEO Definitions: SEO is also known as Search Engine Optimization or Organic SEO. Definition of Single or multiple keywords related to your website content, service(s) or product(s). We will work with all keywords and/or keyword phrases provided by clients and make every effort possible to bring said keyword and/or keywords phrases to the top of major search engines like Google, Yahoo and/or Bing. However, the client must clearly understand that 'organic SEO' programs cannot guarantee 'specific' keywords and/or keyword phrases in specific search engines. Instead, our guarantee covers keyword and/or keyword phrase rankings related to a client's website product and/or services.

35.2 SEO Guarantee: The Client understands and agrees that Search Engines such as Google, Ask, Bing and Yahoo, etc. are third party websites that the Service Provider has no control over and Service Providers Services are only confined to optimizing the Client website with the best possible legit method and keywords. Our guarantee for the first page or the first five-page depends on the amount of competition in your niche, keyword saturation, search engine algorithms, domain age, server response time and many other technical factors. Our aim is a competitive ranking. The proliferation of boilerplate sites in these industries means that the only chance of traffic is comprehensive, professional optimization, as we offer in our SEO Services.

35.3. SEO Commitment: The contract is in force for at least 6 months from the Contract Start Date, with an automatic renewal on the anniversary of the contract start date for subsequent months. After 6 months, your contract will stay in force on a month-to-month basis until you provide notice of cancellation.

35.3. SEO Performance Refunds: In the case where the Client's web URL is not found on the first 5 pages of Google, Yahoo or Bing, NO REFUNDS will be made before 6 months because a usual organic optimization takes at least 6 months to show results. Indexing and ranking in search engines are subject to server uptime, server settings, DNS settings, website coding and/or optimized content remaining intact. These inconsistencies can be corrected but will delay indexing and ranking. The Service Provider will evaluate the results thoroughly before issuing any refunds. Seo performance refund is subject to the below conditions only: Major Search Engines: We guarantee your website (domain) will be found in at least first five pages of top search engines like Google, Bing or Yahoo (which combined represent 92% of all search engine traffic) using single or multiple keywords, phrases related to your website content, service(s) or product(s)! Your website will be found in the first five pages of at least one of the above major search engines.

36. Over-writing and re-installs: It is the client's responsibility to ensure optimized and/or installed content remains intact. If updating/editing the website from copies on your PC, you will need to download and use optimized files prepared for your

assignment. Publishing changes without updating your local files will erase optimized content. Re-installation charges may apply if we are required to re-install over-written optimized content.

37. Google – Yahoo – Bing Local (maps): Positioning (ranking) cannot be guaranteed in Google Local (maps), Yahoo local (maps) or Bing Local (maps). The optimization is confined to the Client's website and keywords, this does not include Google Maps or Google Places.

38. Planning and quoting for your project

38.1 We will generate a plan and quote for the production of your project, and this is sent to you as an email. By agreeing to these terms and conditions, you are accepting that you have read, and agree to, the plan and quote that is sent to you. Any plans and quotes are valid for thirty days from the date of submission.

38.2 The plan and quote we provide to you are only valid based on the information you give us is true. Any changes in circumstances or requirements may result in an amended plan and quote.

39. Changes and amendments to your project after completion

39.1 We will provide you with a draft, watermarked version(s) of your project file(s) once the post-production stage is complete. You will then be allowed five working days to notify us of any editorial changes or amendments you may require. Changes or amendments may only be editorial – those that affect the original brief are not included.

39.2 Any changes or amendments that affect the original brief may be subject to an additional charge.

39.3 Any changes or amendments that we are notified of after five days of the submission of the watermarked draft may be subject to an additional charge.

40. Our right to cancel

40.1 We reserve all rights to terminate our provision of service to you at any time. In the event of our cancellation, any deposit will be fully refunded.

40.2 Reasons for cancellation may include, but are not limited to, staff illness, short notice medical or family emergencies, or natural/human disasters/events.

41. Your right to cancel

41.1 You reserve all rights to terminate the provision of our services at any time.

41.2 In the event of any cancellation on your behalf, all deposit payments are non-refundable.

42. Late payments

42.1 Invoice credit terms will be specified at the foot of the document. Payment is required before the credit term expires.

42.2 If payment is not received within the specified credit terms, we are entitled by statutory legislation to levy an additional charge of 8% over the Royal Bank Of Canada base rate of interest for the period that the invoice remains unpaid. This policy will be enforced with immediate effect once the credit term has expired.

42.3 When sending payment by cheque, you must allow for a reasonable time for the cheque to be delivered to our offices and paid into our bank account before the credit term expires. You will remain liable for late payment charges if the payment is not registered as cleared funds before the credit term expires.

43. Free Online Setup Services

43.1 These free services are only valid during COVID-19 crisis and are available for select businesses only. It is completely our (Osanex Services) decision to decide which business is eligible for these Free Services.

43.2 These services falls under the Website Design Services category and the terms & conditions for Website Design Services applies automatically for the Free Online Setup Services.

43.3 It does not include charges for Hosting, Domain, Content, Videos or Images needed for a website. Charges for these will be paid by the business itself.

43.4 It includes a very basic website (not more than 5 pages) just to connect businesses with customers.

43.5 We have full rights to cancel these services at any time or phase.

You agree that by using this website, you have read and accepted our Terms Of Use & Privacy Policy.

Terms Of Use

Welcome to our website (www.osanex-services.com / osanex-services.com) If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern this website's relationship with you in relation to this website.

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The term **you** refers to the user or viewer of our website.

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In all cases, We, and our suppliers, vendors, partners, associates, staff, officers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

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Privacy Policy

We have established this Privacy Policy to explain how it protects and manages the personal information that it collects from you (the customer) online.

Consent for Collection, Use, and Disclosure

Your use of this site and/or your registration for products and services here constitute your consent to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use this website.

Accountability

We collect, at the time of your registration and your sign-on to its web site, certain “personal information” (information that personally identifies you) including but not limited to your name, email address, and information about IP address. We take responsibility for your personal information to ensure compliance with the principles in this Privacy Policy.

Purposes for Collecting Personal Information

We collect and use personal information for the following Identified Purposes:

- To understand customer needs regarding our services.
- To develop and provide our web site and our products and services for our customers.
- To fulfill your requests for products, services or information.
- To communicate with customers and site visitors, when necessary, and to inform customers of upgrades, as well as of other products and services available.
- To allow customers to access limited-entry areas of our site.
- To personalize some of our services and products for you and to deliver targeted advertisements and offers.
- To protect the services, products or rights of – including but not limited to the security or integrity of our website.
- To identify and resolve technical problems concerning our site, products, and services.

We also use personal information in an aggregate form (i.e., not individually attributable to you) for its business analysis, operational, marketing and other promotional purposes.

Limiting the Collection of Personal Information

We limit our collection of personal information to only that information which is necessary for the Identified Purposes. We do not direct our site to, nor does it knowingly collect any personal information from children under the age of thirteen.

When you visit our web site, a cookie may be placed on your computer or the cookie may be read if you have visited our web site previously. We use cookies to allow us to determine which products and services you have already purchased/interested in, so that we do not provide redundant information to you, If you choose to not have your browser accept cookies from our web site, you may not be able to view all the text on the screens, or to experience a personalized visit, or to subscribe to certain service and product offerings on our website.

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