



BIG HYPE MARKETING SERVICES TERMS OF SERVICE AGREEMENT

PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

The following are terms of a legal agreement between you and Big Hype Marketing.

Big Hype Marketing LLC ("Big Hype") provides a range of marketing products and services for businesses nationwide ("Marketing Services"). By purchasing Big Hype's Marketing Services or submitting your credit card information to Big Hype, you acknowledge that you have read, understood, and agree, to be bound by these terms and to comply with all applicable laws and regulations. Client ("Client" or "you") represents and warrants that Client is 18 years of age or older, that Client will provide true, accurate, current and complete information in the enrollment for the service, and that the Client has all requisite authority to bind to this agreement.

This statement covers all Big Hype Marketing, LLC products, services and the Big Hype website located at <http://www.BigHypeMarketing.com> ("Site"). If you do not agree to these terms and conditions, you must not accept this agreement and may not use the Big Hype Site or Marketing Services. Upon agreeing to work with Big Hype and utilize our products and services, the Client will sign a Docusign Agreement that sets forth which Marketing Services are being purchased by the Client, the costs for such Marketing Services and other relevant details. This document, the Marketing Services Terms and Conditions ("Marketing Services Terms") are incorporated by reference into and made a part of any Agreement submitted to Big Hype and govern the relationship between you and Big Hype. These Marketing Services Terms also apply to any Marketing Services you may sign-up for without an Agreement, such as free trials or other limited-time offers. All Agreements are subject to acceptance by Big Hype, in its sole discretion. The Agreement, the Marketing Services Terms, and the documents and/or links referenced in such documents are together referred to as the "Agreement."

1. INTRODUCTION:

The Marketing Service's provided by Big Hype to you under the terms and conditions of these Marketing Services Terms and the Agreement, may be updated by Big Hype from time to time.

2. MARKETING SERVICES:

The Marketing Services provided by Big Hype include but are not limited to the following products:

- Branding (Including logo design, letter head, consistent image, etc)
- Content Writing
- Email Blasts
- Google Adwords
- Graphic Design



- Organic Search Engine Optimization
- Print Marketing Material
- Retargeting/ReMarketing
- Social Media Marketing
- Website Design

3. CONTENT PUBLISHING: Big Hype will use reasonable efforts to create and/or optimize existing truthful, positive, or neutral online content with the specific aim of promoting the website content on Internet search engine results. Client hereby authorizes Big Hype to (a) create original content (including content that represents Client or Client's designee), (b) use the content, trademarks, logos, photos, videos, advertisements, information, and other materials provided or identified by Client (the "Client Materials") to create and publish Web content, including content that represents on any websites we deem fit for the purposes of providing the Services. In addition, Client hereby grants us and our authorized personnel a worldwide, royalty-free, fully-paid, non-exclusive, transferable (in connection with an assignment of the Agreement), sub licensable (as necessary to perform the Services) license to use, reproduce, publicly perform, publicly display, publish, distribute, create derivative works of, and otherwise exploit any Client Materials as Big Hype deem appropriate to perform the Services. Client agrees to respond in a timely manner to our requests to review and approve information generated for Client and acknowledge that Big Hype may make unilateral content publishing decisions on Client's behalf should Client fail to meet the applicable response deadlines. Client acknowledges and agrees that Big Hype will own, subject to any Client Materials therein, all right, title, and interest in and to any materials, content, or other works of authorship created by us or on our behalf and used in connection with the Services. Big Hype acknowledges and agrees that Client will own all right, title, and interest in and to any Client Materials (c) optimization techniques, (d) procure domain names containing Client's name, the name of Client's designee, or names similar to Client's name or Client's designee, and (e) use a combination of these techniques, to promote content on Internet search engine results. Big Hype will procure any domain names or similar registrations that are required to be procured in connection with the services; we'll pay all costs relating to these domain names or similar registrations, and will direct the domain names to a location identified by Big Hype.

4. PAYMENT TERMS

a. General - The term of this Agreement shall commence and become effective as of the enrollment date. Once an Agreement has been accepted by Big Hype, you will be responsible for payment in full of all Fees, except as otherwise stated in the Agreement. You agree to pay the amounts set forth in the Agreement. The Fees are generally divided into product fees, monthly service fees and set-up fees. Monthly service fees are the recurring fees that you will be charged for the specific product you have purchased as shown on the Agreement. Product fees are for the delivery of any premium service that Big Hype Marketing offers. Set-up fees are one-time fees for the set-up of campaigns or other services. Big Hype Marketing reserves the right to change any of the Fees at any time, provided that such changes will not take effect until a new Agreement has been executed and delivered to Big Hype Marketing by you.



The Fees shown are not inclusive of sales tax or use of similar taxes which may be applicable. If applicable, sales tax and similar taxes shall be your sole responsibility and may be assessed on the invoice. Please note that the sales tax shown on an Agreement is only an estimate. The actual amount of sales tax will be determined at the time that payment is made. All payments are due in US dollars.

b. Manner of Payment - You shall pay for all amounts payable under this Agreement either by credit card (the "Client Card", ACH (electronic debit from your bank account), check, or such other form of payment as Big Hype may, in its sole discretion, permit. You will be required to agree to the applicable payment authorization forms(s). In the case of payment through ACH, no amounts owing are considered paid until the electronic debit has been received by Big Hype Marketing's bank.

c. Timing of Payment. Fees, as identified in the Agreement, are due in advance of each Cycle as more fully described in the Agreement. If there are Set-Up Fees (as set forth on the Agreement), such Fees shall be paid in advance together with all amounts owed for the first Cycle. Big Hype Marketing shall have the right to charge the Client Card or debit from your account through ACH for Fees in accordance with these Marketing Services Terms and the Agreement. ***You understand and acknowledge that all amounts owed must be paid in advance and that, in addition to being in breach of your contractual obligations, your campaign or service may be paused or terminated if timely payment is not received.***

5. PAYMENT: Except as expressly set forth herein, all payments are non-refundable. If payment is made using a credit card or if there are any periodic charges for publication of a site, those charges may be billed automatically to a credit card provided by Client. In the case of recurring monthly charges, Client agrees to have credit card on file to be charged monthly by Big Hype. Unless Big Hype provides a written billing agreement listing otherwise, charges will be automatically billed to the credit card Client designated during the enrollment process. Big Hype reserves the right to collect and send to collection agencies any outstanding balance due 30 days after the payment due date. If Client's credit card on file expires, Client agrees to notify Big Hype of new credit card information. Client may provide updated credit card information to Big Hype verbally, and allow Big Hype to use that information accordingly for continuation of service. In addition, a penalty fee may be incurred or cancellation may be initiated if Client fails to update credit card information. Client authorizes Big Hype to collect any charges related to the service of Client's account.

6. PAYMENT CHANGES: Client may designate another credit card at any time. In addition, a penalty fee may be incurred or cancellation may be initiated if Client fails to update outdated or otherwise incorrect credit card information. Client must notify Big Hype 15 days prior to make any changes to billing information or charging procedures

7. REFUND POLICY: Big Hype Marketing will always do our best to fulfill our client's needs and meet their expectations. We do our best to communicate clearly what our scope of work is for the client and what they will be receiving. We send each client a document that they sign showing our scope of work and indicating that the client understands what to expect, what



deadlines we are to meet and what payments they are expected to make. Typically our development and services have milestones. Once each of these milestones are met, payment may be required. The client agrees to provide Big Hype with the information that we jointly agree that we need to complete the project milestones and in the format we need it. Big Hype agrees to continually communicate with the client so that they can review our work, provide feedback and provide an approval in a timely manner. Big Hype works off of deadlines, and those go both ways. The client agrees to be bound by dates we set together. Finally, the client agrees to stick to the payment schedule. If there is a dispute, we want what is best for both parties and will do our best to resolve the issue.

Big Hype Marketing has the experience and ability to do everything we state we will do in our deliverables and we will do it all in a professional and timely manner. Big Hype will endeavor to meet every deadline that is set. If a dispute occurs, the client will need to clearly communicate what services or products they felt that they did not receive that were agreed upon. Big Hype Marketing will do our best to rectify the situation. In the case that Big Hype and the client can not come to an agreement, the client can request a refund.

Exclusions:

Any deliverable that has been accepted and paid for is excluded from any refund.

Any request made after 30 days of payment is excluded.

Any product where Big Hype has already paid for the product on behalf of the client, ie.

Adwords, printed material, etc.

8. CANCELLATION: The Big Hype monthly service fee is valid from the period starting on the enrollment date and continues on a MONTHLY RECCURING BASIS. If Client wishes to terminate service, Client must cancel 15 days before their next billing date. Client agrees to direct all cancellation requests to Big Hype via email or via phone to their account manager or via mail to Big Hype 151 Kalmus Drive, Ste 120E Costa Mesa, CA 92626 Attn: Cancellation Department. Client agrees that any charges incurred prior to cancellation are valid. If Client cancels before monthly billing cycle is complete, Client agrees to pay for entire month.

9. TERMINATION: Big Hype may at any time and at its sole discretion terminate service to any Client for any reason. If Client initiates an inquiry or disputes charges for services, Big Hype reserves the right to terminate the agreement between Client and Big Hype with no refund available.

10. CRM DATA STORAGE In order for Big Hype to fulfill your marketing services, it is necessary that you provide certain information to Big Hype which we may input into our CRM database (“CRM”). You hereby permit Big Hype to input your contact information, credit card or ACH information, and campaign information into the CRM. Big Hype will only use such information in connection with the fulfillment of the Marketing Services, as otherwise permitted by the Agreement and as may be legally necessary.

11. CAMPAIGN PAUSES Big Hype may pause a Media Product campaign at any time for operational reasons or if the Client is behind on payment. You may also request a pause in a



campaign, however, it will be in Big Hype's sole discretion to determine if a campaign pause is appropriate. If you request to pause your campaign and the campaign is paused for more than 30 days, you may have to pay an additional Campaign set-up Fee to restart the campaign. Big Hype may charge the Client Card or shall be permitted to cause payment to be made through ACH for the Cancellation Fee or Big Hype may invoice you for such additional set-up Fee, which invoice must be paid within seven (7) business days after the invoice date.

12. OWNERSHIP OF NON-Client PROPERTY: Title and full ownership rights in and to the marketing services, together with any and all ideas, concepts, computer programs, and other technology supporting or otherwise relating to Big Hype's operation of the Big Hype Marketing Services and website(s) (collectively, the "Big Hype Materials"), shall remain at all times solely with Big Hype. Client acknowledges that it has not acquired any ownership interest in the Big Hype materials and will not acquire any ownership interest in the Big Hype materials by reason of this Agreement.

13. CLIENT REPRESENTATIONS AND WARRANTIES: Client represents and warrants to Big Hype that for the term of this Agreement: this Agreement constitutes a valid, binding, and enforceable agreement in accordance with its terms; information or data that Client (including its agents or representatives) has provided or will provide for Marketing Services is and will be both accurate and complete to the best of Client's knowledge; Client is the authorized owner or representative of the business for which Marketing Services will be performed; and, Client's Site will not violate any applicable law or regulation; does not infringe in any manner any third party rights, including, without limitation copyright, patent, trademark, trade secret, or other intellectual property right or right of privacy or publicity; is not false or misleading; has not and will not result in any consumer fraud, product liability, breach of contract, injury, damage, or harm of any kind to any person or entity; is not defamatory, libelous, slanderous, or threatening; is free of viruses; does not contain, promote, or offer any form of spyware, adware, or other advertising or information collection software; and/or does not contain, link to or promote any of the following: violence, hate crimes (whether racial or otherwise), illegal activities, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

14. CLIENT COVENANTS: Client further agrees to perform as follows: Client will not hold Big Hype or its affiliates liable or responsible for the activities of visitors who come to Client's website(s) through Marketing Services. Client agrees that it is solely responsible for any and all content or other materials that Big Hype places on a site on Client's behalf. If Client sells or promotes adult materials, alcohol, tobacco products, or other age restricted products and/ or services, Client will: (i) have age verification on its sites home page and in the sales process in compliance with all applicable laws and regulations; and (ii) shall not offer such products and/or services in jurisdictions in which they are prohibited or are in any way restricted.

15. DOMAINS AND ACCOUNTS: In reference to hosting your website and your Marketing Services, you also authorize Big Hype, to act on your behalf in creating accounts on other websites in your name, or in the name of the Named Party, as we see beneficial to provide those Services. Use of accounts generated on third-party websites will be governed by the terms of use and privacy policies of such websites. If acquisition of domain names is integrated in the



Services you order, you will acquire any domain names or similar registrations; Big Hype will pay all costs relating to these domain names or similar registrations, and will direct the domain names to a location identified by us.

16. COMMUNICATION: In efforts to consistently improve our services, Big Hype always wants to hear from our Clients. Whether comments, suggestions, praise, complaints, or any other communication, Big Hype is listening. You grant Big Hype a perpetual, irrevocable, worldwide, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, publicly perform, and publicly display (in whole or in part) your communication in any form, your name, and any related copyrights, moral rights, or other intellectual property rights.

17. CLIENT INDEMNIFICATION OBLIGATIONS: Client agrees to indemnify, defend, and hold harmless Big Hype, its distribution partners, its licensors and licensees, and affiliated companies, and any of their officers, directors, employees, representatives and agents, from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits, or proceedings (collectively being referred to herein as a "Claim") for, including without limitation, libel, violation of right of privacy or publicity, copyright infringement, trademark infringement, or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability, or violation of any law, statute, ordinance, rule, or regulation throughout the world in connection with Marketing Services performed on behalf of Client, Client's website(s) or contents therein, Client's conduct, acts or omissions, or any alleged or proven breach by Client of any term, condition, agreement, representation, or warranty herein, excluding any Claim that arises solely from the acts or omissions of Big Hype or its agents or employees. Big Hype will notify Client of any claim, action, or demand for which indemnity is required in the reasonable opinion of Big Hype and will cooperate reasonably with Client at Client's expense. At the election of Big Hype, Client shall advance to Big Hype amounts in satisfaction of such Claim, which Big Hype may hold in escrow pending resolution of such Claim. The law firm Client chooses to defend Big Hype must be experienced in defending similar claims and will be subject to Big Hype's approval, which will not be unreasonably withheld. Client may not settle any lawsuit or matter relating to the culpability or liability of Big Hype without the prior written consent of Big Hype. Big Hype will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense. Without limiting any rights and remedies hereunder or under applicable law, Big Hype shall have the right to set off any liability of Client to Big Hype with respect to a Claim against any amounts held on deposit with Big Hype by Client.

18. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER: Client acknowledges and agrees that it will not hold Big Hype or any third-party suppliers liable for any errors in content, omissions, consequences, damages, costs, refunds, or rebates of any kind arising from any interruption of service or other unavailability of the Internet or website(s) in which the advertisements are published for whatever reason. Big Hype makes no representations or warranties relating to the results of Marketing Services, including without limitation, the number of impressions or click-through and any promotional effect or return on investment



thereof. As Big Hype relies on third parties for certain data, Big Hype makes no guarantees regarding the accuracy, reliability, or completeness of any usage statistics. In no event shall Big Hype be responsible for any consequential, special, lost profits, or other damages arising under this Agreement. Without limiting the foregoing, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action, fire, flood, earthquake, power failure, riot, explosion, labor, or material shortage, carrier interruption of any kind or work slowdown.

19. FORCE MAJEURE: Neither Client nor Big Hype will be in breach of its obligations under this Agreement (other than obligations to pay monies due) in the event that, for cause or causes beyond its reasonable control, such party is unable to perform, in whole or in part, any one or more of its obligations under this agreement. Such causes will include, but not limited to, labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain materials or services, technical failure or difficulties, problems or interruptions with the Internet, computer viruses, snow storms, hurricanes or other acts of God, insurrection, or any other cause not within the reasonable control of Big Hype or Client.

20. ENTIRE AGREEMENT: This Agreement between Big Hype and Client supersedes any other oral or written agreements regarding the Marketing Services specified in this agreement. Neither Client nor any agent of Big Hype may amend these terms and conditions or add any provision to or delete any provision from this Agreement or any addendum, and any such amendments, additions or deletions are void. No oral or written representation made by any person that purports to modify this Agreement is binding on Big Hype. Moreover, Client confirms that Client has not relied upon any such representation in entering into this Agreement.

21. ARBITRATION CLAUSE: In the event that any of the provisions of this Agreement are held to be unenforceable by a court or arbitrator, the remaining portions of the Agreement will remain in full force and effect. Any enforcement related to this contract shall be venue in Orange County, California.

22. GOVERNING LAW: Client and Big Hype agree that this Agreement and all disputes relating to this agreement will be governed by and interpreted according to the laws of the State of California.

23. AUTHORITY: The person submitting credit card information or subscribing to serve hereby certifies that he or she is either Client, or that he or she has been lawfully authorized to submit Agreement and authorize the placement of marketing on behalf of Client.

Terms of Service Last Updated February 1st, 2017. Terms of Service are subject to change without notice.