

SearchEnvision, Inc. Terms and Conditions

READ THIS CONTRACT BEFORE SIGNING YOUR APPLICATION/CONTRACT. THIS AFFECTS YOUR LEGAL RIGHTS. BY SIGNING THE APPLICATION/CONTRACT, YOU AGREE TO BE BOUND BY THE TERMS BELOW.

SearchEnvision, Inc. is Not Google, Is Not a General Partner of Google Nor Does it Have any Special Relationships with Google

General Terms

SearchEnvision's Application for services constitutes a binding contract when accepted by SearchEnvision, notwithstanding the 3-day right of rescission set forth below. Your signature to that document, whether in ink or by electronic signature or other indicia of assent, binds you to the terms in that Application and the terms on this website, which are specifically incorporated therein. Together they are referred to herein as the Application/Contract or the Agreement. SearchEnvision, Inc. ("SearchEnvision" or "we") provides web design, local maps optimization and related services, sometimes called search engine optimization ("SEO"). SearchEnvision updates local business directories ("citations") with unique content customized to you (the "Client"). SearchEnvision also utilizes several known methods to increase rankings in Google Maps/Places, and works to increase the quality of its Clients' Google Maps listing cluster of citations. SearchEnvision also adjusts the "health" of a listing as it is periodically affected by changes in Google Quality Guidelines. In order to accomplish these goals, SearchEnvision requires cooperation from its Clients as follows.

The Client must be, and by signing the SearchEnvision Application/Contract, agrees to be, responsive, honest and cooperative. We want our Clients to be actively involved with their campaigns. At the very least, the Client must be responsive to our phone calls and emails. By signing the Application/Contract, you agree to respond to SearchEnvision's phone calls, emails and other modes of communication within a reasonable amount of time and with honest responses. From time to time, SearchEnvision's Clients are contacted by competitors offering complementary services. If two SEO companies are working for the same Client at the same time, it can seriously damage the Clients' listing. You, as the Client, agree to inform SearchEnvision of any other SEO efforts you engage in during the term of your contract, whether those other SEO efforts are made on your own or with the assistance of another SEO company. Our services are complex and often require us to make changes to optimize your account. Your cooperation is critical to this process. By signing the Application/Contract, you agree to work with SearchEnvision in good faith to optimize your success. You further agree to inform SearchEnvision of any past or future internet marketing plans you may have to avoid future search engine guideline penalty.

Client agrees and understands that SearchEnvision must invest a substantial amount of time, funds, and resources on the establishment of Client's account and, thus, SearchEnvision requires an initial service term as set forth in your Application/Contract. Any breach of the Application/Contract before the end of the term causes loss to SearchEnvision. SearchEnvision cannot cancel contracts at Client's request, other than during the three-day right of rescission period set forth below.

The following additional terms and conditions also apply to your Contract with SearchEnvision:

1. Billing & Payments

Your account initiation fee and first month's installment are due to SearchEnvision upon signing the Application/Contract. Installment payment amounts are billed by SearchEnvision automatically each month thereafter. After the initial publication term, the Application/Contract converts automatically to a month to month basis until you cancel in writing.

2. Cancellations & Refund Policy

● 2.1 Three Day Right To Rescission

- You may cancel service and receive a 100% refund within the first three (3) days of your initial signing of or agreement to the Application/Contract. Three day cancellations must be received by fax (917) 834-1060 or by email Ryan@RyanLamothe.com. Three day rescission cancellations are not permitted by phone. Confirmation notices will be emailed to Client upon receipt during regular business hours. We are open Monday through Friday - 7:30am to 7:30pm (EST). If you do not receive written confirmation of your rescission within 3 business days, please contact SearchEnvision.

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- Confirmation notices will be emailed to client upon receipt during regular business hours. We are open Monday through Friday - 7:30am to 7:30pm (EST).

● 2.3 Cancellation of Month-to-Month Service

- After the expiration of your initial term, and when your account converts to month-to-month service, you may cancel at any time. Cancellation of month to month service can be sent via email to Ryan@RyanLamothe.com. Cancellation of service must be received 30 days prior to your anniversary billing date via signed email. Confirmation notices are typically emailed to Client upon receipt during regular business hours. We are open Monday through Friday - 7:30am to 7:30pm (EST). If you do not receive written confirmation of your cancellation within 3 business days, please contact SearchEnvision.

● 2.4 Refunds

- Refunds are not granted after the rescission period expires. Be advised that refunds may take at least 3-5 business days to post to Client's credit or check card per card

association processing standards and at least 7-10 business days to your financial institution. Some financial institutions may impose longer delays, which is beyond SearchEnvision's control. Confirmation notices will be emailed to Client upon receipt during regular business hours, usually within 3 business days. We are open Monday through Friday - 7:30am to 7:30pm (EST). If you do not receive written confirmation of your cancellation within 3 business days, please contact SearchEnvision.

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- Confirmation notices will be emailed to client upon receipt during regular business hours. We are open Monday through Friday - 7:30am to 7:30pm (EST).

3. Guarantee and Warranty

Due to the periodic changes within search engine algorithms and the accessibility of open source citations, SearchEnvision CANNOT GUARANTEE ANY SPECIFIC SEARCH ENGINE RESULT PAGE AND OR LINE PLACEMENT FOR YOUR LISTING. While SearchEnvision will use its best effort to maximize your listing, your Application/Contract with SearchEnvision does not guarantee specific results. No SEO company can guarantee specific results because SEO companies do not control search engine algorithms

4. Invoicing

Client's Application/Contract constitutes our invoice. Monthly installment amounts are billed automatically and without notice, to the form of payment provided by Client. In the event that Client's method of payment has changed, Client's Application constitutes consent to all billing instruments, methods and information provided by Client.

5. Rights & Permissions

Client warrants that it has obtained all rights and permissions required in order that data, recordings, domains, artwork and printed material supplied by Client to SearchEnvision may be replicated; that the data, recordings, artwork and printed materials will not infringe upon any trademark, copyright, contract, or property rights and that Client has paid any and all royalties or other charges to be paid pursuant to copyright law of the United States, any statute, order, or other law, right or contract governing such materials; and the materials do not contain matter which is libelous, defamatory, obscene or invades the rights of privacy or rights of any individual. SearchEnvision retains the right to use creative materials developed for Client in any future advertising. Client's signature authorizes SearchEnvision to act on their behalf as SEO agent during the duration of this Agreement. Client authorizes SearchEnvision to post, publish and or edit their business profile or internet advertisements. Client further agrees to indemnify and defend SearchEnvision against any claims brought by or liability to any third parties due to Client's breach of this Agreement, including the representations and warranties set forth in this Section.

6. No Liability for Damages

In no event shall SearchEnvision, Inc. or its suppliers or agents be liable for any damages (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of this Agreement of the use or inability to use this service, even if the company has been advised of the possibility of such damages. In any case, SearchEnvision and its suppliers' entire liability under any provision of this Agreement shall be limited to the amount actually paid to SearchEnvision for the local listing with search engines, web site development, domain registration, creative development and promotional products inclusive.

7. Termination

Client reserves the right to terminate the Application/Contract, in which case the full contract balance will be due and payable immediately. Early cancellation (except for rescission within the first three days pursuant to paragraph 2.1 above) or cancelled in writing after the Contract converts to month-to-month status, will result in an early termination fee of 100% of the remaining contract balance. SearchEnvision reserves the right to terminate without penalty and deliver current work on any assignment to Client.

8. Copyright

Your account initiation fee and first month's installment are due to SearchEnvision upon signing the Application/Contract. Installment payment amounts are billed by SearchEnvision automatically each month thereafter. After the initial publication term, the Application/Contract converts automatically to a month to month basis until you cancel in writing.

9. Authority

The person signing on behalf of the Client hereby personally represents and warrants that she/he has full authority to bind Client and approve SearchEnvision's service.

10. Late Charges

All fees and expenses are due and payable on the 6th of each month. Any expenses not paid within 30 days are subject to penalties of 10% each month, concurrently up to 90 days, at which time SearchEnvision may forward Client's account to an outside collection agency for resolution.

11. Applicable Law

Laws of the State of California shall apply to this Agreement.

12. Client Disclosure

In addition to the disclosures required above, Client agrees to inform SearchEnvision in writing of any internet marketing campaigns past or present prior to submitting the application, and to continue to update SearchEnvision throughout Client's relationship with SearchEnvision of any changes to or additions to Client's internet marketing campaigns. Client's failure to disclose such information can compromise service. Client agrees to contact SearchEnvision first prior to executing any agreements for any other internet marketing services. Client agrees to promptly inform SearchEnvision, in writing, within ten days of the change, whenever there is a change in company information, such as change of name, address, telephone or facsimile number and or web site address, or change in billing information.

13. Updating

SearchEnvision reserves the right without penalty and without prior notice to Client, to upgrade Client's listing/profile in order to meet current SEO guidelines – which may temporarily interrupt service

14. Correspondences

Your account initiation fee and first month's installment are due to SearchEnvision upon signing the Application/Contract. Installment payment amounts are billed by SearchEnvision automatically each month thereafter. After the initial publication term, the Application/Contract converts automatically to a month to month basis until you cancel in writing.

15. Confidentiality, Non-Disparagement, and Liquidated Damages

Client agrees that the terms, circumstances, and performance of its relationship with SearchEnvision shall remain confidential and will not be communicated to third parties. SearchEnvision's trade secrets and business know-how are confidential and proprietary and cannot be shared with third parties. At the same time, the details of Client's account and relationship with SearchEnvision will not be shared by SearchEnvision. Both parties further agree not to disparage the other to third parties. SearchEnvision is concerned by the recent rise in extortionary threats of reputation smearing by former Clients hope to extract concessions unfairly. Both parties agree to refrain from disparaging, or disseminating facts or opinions critical of the other, except in defense against disparaging or critical information published by the other party, during and after the term of this Agreement. BY EXECUTING THIS CONTRACT, YOU WAIVE YOUR CONSTITUTIONAL RIGHT TO FREE SPEECH AS AGAINST THE OTHER PARTY TO THIS CONTRACT. You have many choices of SEO companies. If you are not

comfortable waiving your Constitutional right to free speech as against SearchEnvision, DO NOT SIGN THIS CONTRACT. By signing this Contract, you acknowledge and agree that the damages for breach of the Confidentiality and/or Non-Disparagement Clause in this Contract are difficult to determine with accuracy and thus the parties prospectively agree to liquidated damages of \$2,500 per an occurrence in the event of a breach of the Confidentiality and/or Non-Disparagement Clauses in this Contract. This sum is expressly recognized as a fair estimation of damages likely to result from such breach or breaches.

16. Domain Registration

Client understands that a domain name may be registered and hosted with a template based website on the Client's behalf. The domain name may be similar to Client's existing domain name and used in accordance with the terms of service (i.e. Sponsored Ads). Registered domain names are non-transferable.

17. Arbitration

THIS SECTION CONTAINS A MANDATORY ARBITRATION PROVISION WHICH DISALLOWS CLASS ACTIONS. THIS SECTION ALSO CONTAINS A CLASS ACTION WAIVER PROVISION AND A JURY WAIVER PROVISION.

Arbitration pursuant to this Agreement will be handled by the American Arbitration Association ("AAA"), a non-profit arbitration company (<http://www.adr.org>) in AAA's San Diego/Orange County Regional Office (but you may appear at any hearings remotely, as set forth above). The arbitration will proceed using AAA's Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes ("Consumer Rules"). AAA updates those rules occasionally and the rules for any particular arbitration will be the ones in effect at the time of the arbitration. Therefore, it is important to check AAA's website (http://www.adr.org/arb_med) periodically to ensure that you are referring to the most updated version.

By executing the Application/Contract or by using SearchEnvision's service, you consent to resolve any disputes concerning your Contract with SearchEnvision or SearchEnvision's services, including disputes about the Contract's performance, interpretation, cancellation, termination, or invalidity to binding arbitration. Such proceeding will be governed by the laws of the state of California. This Agreement waives your right to submit any disputes you may have now or in the future with SearchEnvision to the court system, including Small Claims court, and waives your right to a jury trial.

Any arbitration award under this Agreement will be limited to money damages. No injunction or other equitable relief will be available. Further, the arbitrator cannot grant punitive, exemplary

or consequential damages. All damages in arbitration shall be subject to the limitations specified in Section 6 above (“No Liability for Damages”).

If, for any reason, this arbitration clause is deemed invalid or is deemed not to apply to any dispute between you and SearchEnvision, the venue for any lawsuits, including Small Claims actions, with SearchEnvision, shall be exclusively in the courts of Orange County, California.

- **17.1 Arbitration Procedures**

- Before Arbitration. Before you file an arbitration action, you must first describe your dispute in writing to SearchEnvision by sending an email to Ryan@RyanLamothe.com, and referencing this Section of the Terms and Conditions. If you have been in email contact with any other persons at SearchEnvision, copy that person or persons on the email. SearchEnvision may elect to resolve the matter with you at that time. If you and SearchEnvision cannot resolve the matter within 30 days of your first email to SearchEnvision referencing this dispute resolution procedure, you can file arbitration paperwork under the AAA Consumer Rules (see above and below). Fill Out and File a Demand for Arbitration. Arbitration begins when you fill out and file a “Demand for Arbitration,”—a written statement in which you inform the arbitrator about your dispute. You can find a form Demand for Arbitration at <http://www.adr.org/aaa/faces/home>. A separate form must be used for California residents. This form can also be found at AAA's website above.
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- Make and Send Copies. After you have filled out the Demand for Arbitration, you must make at least five (5) copies. Keep one copy for your records. Send one copy to our attorneys at: Lanza & Smith, Attn: SearchEnvision Arbitration, 3 Park Plaza, Ste. 1650, Irvine, CA 92614, and another copy to SearchEnvision, Attn: Legal Department, 8687 Research Dr. #200, Irvine, California. The other two copies must be sent to AAA (see below) File Two Copies of Your Demand for Arbitration to AAA and Pay the Filing Fee. Submit two copies of your Demand for Arbitration to 61-18 43rd Ave Woodside, NY 11377. Ensure that you include the appropriate AAA filing fee of \$125 for claims under \$10,000. Keep in mind, however, that AAA may increase the fee at any time. Current fee amounts may be found by viewing AAA's rules on its website by calling AAA at 917.834.1060
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- After you pay the filing fee, your responsibility for arbitration fees will be limited to an additional \$200 in non-frivolous cases. In other words, you and SearchEnvision will both pay 50% of arbitration fees, up to the first \$400 (not including filing fees). When the arbitration fees exceed \$400, SearchEnvision will pay 100% of any additional fees in non-frivolous cases. If the arbitrator rules that the claims in your Demand for Arbitration were frivolous or had an improper purpose (as defined by Federal Rule of Civil Procedure 11(b)), then arbitration fees and costs will be governed by AAA's rules. If the arbitrator determines your case was frivolous, you may be ordered to repay

SearchEnvision for advancing your half of the arbitration costs after the first \$400. After you have properly filed the Demand for Arbitration with AAA, AAA will notify you of additional procedures and deadlines. If you have not received any further contact from AAA within 20 days of your filing of the Demand for Arbitration, you should contact AAA for further instructions by calling 917.834.1060 Alternative Payment and No Attorney's Fees. After the arbitration hearing, if the arbitrator awards you more than SearchEnvision's last written settlement offer, and the arbitrator's award exceeds \$125, SearchEnvision will then pay you the amount of the award, or \$1,500, whichever is greater, plus reimbursement of your filing fee, even if not awarded by the arbitrator. If SearchEnvision never made an offer to settle, you will be paid this alternative payment if the arbitrator awards you more than \$125. If SearchEnvision wins the arbitration, SearchEnvision will not attempt to collect its attorney's fees against you, even if it has the legal right to do so, except in cases where your claim was deemed frivolous by the arbitrator.

18. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement, including statements made by SearchEnvision sales representatives. MAKE SURE THAT YOU UNDERSTAND THE "NO GUARANTEES OR WARRANTY" SECTION (SECTION 3) OF THIS AGREEMENT BEFORE YOU SIGN THIS AGREEMENT. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement, other than what is written in this Agreement. This Agreement may only be modified in writing and any such modifications must be signed by both the client and SearchEnvision.