

# Weddings of San Luis Obispo Subscription (SB Marketing Group)

## Terms of Purchase

Effective Date: August 1, 2023

The following terms (this "Terms of Purchase"), along with any Specific Contract Conditions form attached herein or any order form accepted by Customer or entered into between the parties ("Order Form"), shall be effective upon the business or individual entering into any purchase or execution and/or completion of the purchase process by the business or the individual purchasing goods or services ("Customer," "Advertiser," or "you") from Santa Barbara Digital Marketing or its affiliates (hereinafter collectively, "SBDM," "we," or "us") pursuant to these Terms of Purchase and shall govern the relationship between SBDM and Customer.

**ACCEPTANCE.** Customer may purchase products and/or services hereunder in a variety of ways including, without limitation: (i) signed Order Form; (ii) email sales quote; (iii) providing a credit card while on the phone with an SBDM sales representative; or (iv) a. Unless otherwise accepted earlier, acceptance of this Agreement will be made upon the earlier of (a) written or electronic signature or acceptance of an Order Form, order or services summary, quote, or similar form or contract by Customer; (b) Customer's submission or verification of any advertising or listing content; and (c) the first display of an advertisement or performance or delivery of the service or other deliverables, unless otherwise agreed upon in the Order Form. Customer's acceptance as provided above indicates that: (i) the information in the Order Form is accurate; (ii) Customer has read, understands and accepts the terms and conditions of this Agreement; and (iii) if not manually signing, Customer adopts this electronic process in lieu of manually signing the Order Form. By completing the purchase transaction, Customer agrees to the terms of this Agreement and agrees to pay for the products and services provided by SBDM with a valid credit card or check payment or other forms of payment accepted by SBDM. Customer may not change the form of payment without SBDM's consent.

**TERM AND RENEWAL.** All services, including your purchase of Vendor, Venue, and Banner Listing Memberships on the Weddings of San Luis Obispo and/or Santa Barbara Digital Marketing (collectively, "Featured Services") and any Add-On Services (as defined below), are entered into as a subscription service and, except as otherwise provided herein, require an initial minimum commitment by Customer of at least twelve (12) months from the contract start date ("Featured Listing Subscription"). The term of your Agreement with SBDM (including the Featured Listing Subscription), in relation to the products offered, will last for the term specified herein, unless otherwise specified in your Order Form (the "Term"). Even if we give you the option to divide payments for the Term over multiple payment periods, this Agreement is a commitment to purchase one full Term of that membership, subject to the terms of the TERMINATION section, below. Following the expiration of the Term, each Featured Listing Subscription will renew automatically for the same length of time as the then-current Term unless Customer provides not less than five (5) business days' written notice of non-renewal

prior to the expiration of the then-current Term by email to [info@santabarbaradigitalmarketing.com](mailto:info@santabarbaradigitalmarketing.com) . If the Order Form states that the Featured Listing Subscription does not autorenew such Featured Listing Subscription will only be renewed at the then-current term if agreed upon by Customer in writing.

**TERMINATION.** At any time following the completion of the initial Term of at least twelve (12) months of Customer's Featured Listing Subscription, any Featured Listing Subscription or Add-On Subscription may be terminated by Customer on written notice to be received no less than five (5) business days prior to your "Billing Date" (the day of the month on which you are billed, regardless of your payment schedule (monthly, quarterly, etc.), with such termination to be effective on that Billing Date. Notwithstanding the foregoing, nothing herein shall limit Customer's obligations to pay: (i) for all products and/or services provided by SBDM through the effective date of termination of this Agreement, and (ii) all amounts owed or which become due pursuant to the NONPAYMENT section below. If notice is not received at least five (5) business days prior to the next Billing Date, the termination will not be effective until the next monthly Billing Date. SBDM may terminate this Agreement: (i) upon thirty (30) days written notice to Customer, provided that in the event of such termination for convenience, SBDM will refund moneys paid in advance for Services not provided to Customer prior to the effective date of such termination, and (ii) for cause as determined by SBDM, upon five (5) days written notice to Customer of a breach of this Agreement, including, without limitation, if Customer provides, as determined by SBDM in its sole discretion, products and/or services that are competitive to SBDM.

**DISCOUNTS & RATES CHANGES.** Any discounts or promotional rates for Featured Listing Subscriptions and corresponding Add-On Services are only guaranteed for the initial Term of the contract (e.g. twelve (12) months). If an Add-On Subscription (as defined below) is added in the middle of the Term of the base Featured Listing Subscription, any agreed-upon discounts or promotional rates for the Add-On Subscription (as defined below) will extend for not more than one renewal term for the base Local Listing Subscription but only if mutually agreed upon by the parties in writing. After the initial 12-month Term, SBDM may, at its unilateral discretion, increase rates for any and all services, including for previously discounted or promotional rates or otherwise. SBDM will provide written notice in a form and means elected by SBDM for any rate increase above five percent (5%) annually including notice in the form of monthly billing that includes the increased rates in effect for the previous month. Please note that in addition to the amounts payable as provided above with respect to basic Featured Listing Services and Add-Ons, if discounts were applied in connection with any terminated service (including, without limitation, any service discounted as part of a bundle), upon termination of any such service, SBDM reserves the right to discontinue such discounts and to charge increased future rates. To the extent you buy an SBDM bundled product that is discounted, you agree that you may not terminate only one of the products in the bundle. Customer may only terminate the entire bundle in a manner authorized under the TERMINATION section under the Agreement. Repurchase of only a part of a bundled product may result in the loss of any discounts associated with a bundled product.

**ADD-ON SERVICES, GENERALLY.** All additional internet services sold with local listings beyond base Local Listing Services, including: (a) Showcased Blog Posts; (b) Homepage Banner Listings; (c) Category Banner Ads; and (d) Spotlight Vendor Interviews; (e) Vendor Website Design; (f) Vendor Website Marketing Services will be based on the pricing set forth in this Agreement, and otherwise on the same terms and conditions as the Featured Listing Subscription, including with respect to the term length, renewals, and payment date(s), and will be cancelable under the same terms as in the Local Listing Subscription termination paragraph (e.g., must have completed twelve (12) months of the Local Listing Subscription). A subscription for Add-On services will be known as an "Add-On Subscription." **OTHER, SEPARATE PRODUCTS NOT SOLD WITH LOCAL LISTINGS OR ADD-ON PRODUCTS.** Best of SLO Wedding Awards services. All Best of SLO Weddings services will follow the dates of the Best of SLO Wedding Awards annual program and cannot be canceled or terminated once purchased.

**ADVERTISEMENT CREATIVE AND DESIGN MAINTENANCE RESPONSIBILITY.** If SBDM is to create the advertisement or other deliverables, or if Customer is to provide advertising or service components (in full or in part) to SBDM, then Customer agrees that it will provide the necessary information to meet the applicable deadlines and perform the services as outlined in the Order Form. This information (including but not limited to text, pictures, graphics, sound, video, programming code, URLs, Internet links and other data to perform such service) must be provided to SBDM on or before the due date(s) established by SBDM, but in no case less than five (5) days prior to launch date of said advertisement or service. If Customer postpones any advertisement or service, fails to provide necessary Customer information or approvals (in a timely manner), or fails to comply with SBDM's production specifications or schedule, and such failure prohibits SBDM from meeting its launch deadlines, there will be no reduction in the amount owed to SBDM and SBDM shall not be obligated to provide Customer any "make good" or Term extension or otherwise provide alternative services, and SBMG does not guarantee the start date of the Term. In such cases, and where the Listing Subscription or Add-On Subscription consists of multiple components, SBDM reserves the right to reallocate the value of the delayed or failed component to other components to be published, displayed or performed during the Term. **Usage of Material.** All advertisements created by SBDM are for the sole purpose of promoting Customer's products or services to SBDM's audience and may not be replicated, distributed or promoted without the prior written approval of SBDM. **Ad Proof.** SBDM will provide a maximum of three proofs or revisions for an advertisement or service, which consists of the original submission of the advertisement or product plus two revisions. Upon SBDM's provision of a proof or revision to Customer or notification to Customer that the advertisement has been published, Customer has two (2) business days to provide corrections to SBDM's proof or revision. If Customer has not contacted SBDM within two (2) business days after notification by SBDM, it is agreed by Customer that the proof or revision is in acceptable form and may be published without further revision. **License.** To the extent owned (or licensed) by Customer, Customer hereby grants to SBDM a nonexclusive, royalty-free, worldwide license (or sub-license) to use, reproduce, distribute, create derivative works of, modify, translate, communicate to the public, publicly perform, publicly display and digitally perform such advertisement or service and all constituent parts. Any advertisement or service created in

whole or in part by SBDM shall be owned by, and all rights therein are hereby reserved to, SBDM.

**WEBSITE UPGRADES AND CHANGES.** SBDM is constantly reviewing, testing and updating its website and service offerings to strive to provide its customers and users with the best suite of options available. SBDM retains the right to revise, reduce, add to, or change its product and/or service offerings, including the tools made available to you, at any time without notice, in our sole discretion, for any reason. Such changes may include, without limitation, the operation of our website and services, including the order and manner in which advertisements appear on them, the way that services are delivered, and the way customers are charged for services. You agree that we may test, implement, remove or modify features of our products and services at any time without notice. SBDM makes no guarantees, representations or warranties with respect to the outcome or results of its product and service offerings. Customer acknowledges and agrees that it is responsible for the payment of amounts due under this Agreement irrespective of the changes or evolution of its products and services that may occur throughout the Term.

**REMEDY FOR UNDER-DELIVERY.** SBDM cannot guarantee to Customer a specific date of publication. Should SBDM fail to provide the advertisement, services or other deliverables as set forth in the Agreement, Customer's sole and exclusive remedy shall be to have SBDM deliver the advertisement, service or other deliverables as soon as commercially reasonable. In no event will any sums paid to SBDM be refundable for any reason except as otherwise provided in this Agreement.

**USAGE STATISTICS.** If SBMG provides Customer with usage statistics, they will be in a format determined by SBDM. Advertiser may not distribute or disclose usage statistics to any third party without SBDM's prior written consent. SBDM does not guarantee the accuracy, reliability or completeness of any usage statistics. In no event shall SBDM assume any liability to Customer for usage statistics provided to SBDM by third parties.

**CUSTOMER RESPONSIBILITIES REGARDING SERVICES.** Customer is responsible for operation of any services provided by SBDM to Customer, including keeping current its business and contact information, sending information, and responding to client or prospective clients. SBDM is not responsible for the content of any contracts, communications, or interactions (the "Interactions") between Customer and its clients using SBDM-provided services and shall have no liability for such Interactions.

**UPGRADING OR ADDING PRODUCTS & SERVICES.** Customer may add or upgrade additional products and/or services at any time by contacting Customer's SBDM account manager. Only individuals who are authorized users of the Customer account may request changes (including, without limitation, name changes, transfers of the account to a different entity, or termination of the account) to Customer account or additional products and/or services. If a Customer upgrades an existing product or service and signs a new contract, any unused portion of the preexisting Term may be applied to the new contract as a credit. The term for any

add-on products or services will be deemed to be coterminous with the original product and/or service to which such add-on applies, unless otherwise specified in your ordering documents. The fees for new products and/or services will be based upon the then current, generally applicable fees.

**NONTRANSFERABILITY OF PRODUCTS & SERVICES.** The products and/or services purchased are valid only for Customer, and in the membership category and region specified at the time of purchase and may not be transferred either to a different customer or by the same Customer to a different category or region.

**TAXES; NO REFUNDS.** Except as specifically provided in the Agreement, there shall be no refunds for products and/or services provided by SBDM except as may be required by law. All amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties), and such taxes or levy may be applied by SBDM pursuant to law and at SBDM's option pursuant to legal requirements. Customer shall pay and be responsible for all taxes which SBDM is required to collect or remit to applicable tax authorities including, without limitation, sales, use, valueadded tax, excise, property, or other similar taxes or levies.

**CREDIT CARDS.** If SBMG is authorized by Customer to charge Customer's credit card and SBDM is unable to process Customer's credit card, then SBDM may pause Customer's services and Featured Listing(s). If Customer fails to timely make any payment, SBDM reserves the right to temporarily suspend access to Customer's listings, suspend or modify any services available to Customer, or terminate Customer's Agreement. Following such delinquency, including if a delinquency exists as of the effective date of termination in connection with Customer's termination of this Agreement as expressly permitted in the TERMINATION section above, if Customer desires to reinstate Customer's account with SBDM after termination, Customer must contact a billing representative and: (a) pay the outstanding balance in full; and (b) execute a new one-year agreement with payment made via credit card. SBDM reserves the right to (i) require renewed accounts to pre-pay for service for any length of time determined by SBDM; (ii) decline to reinstate delinquent accounts; and/or (iii) undertake all collection efforts for any delinquency and seek SBDM's fees and costs in pursuing such collection. Any partial payments made by Customers will first be applied to the oldest, outstanding fees owed to SBDM, including interest.

**EARLY BUY-OUT.** Customer, at any time during the Term, may buy out the remaining amount for such term with one-time payment equal to the remaining fee due for the remainder of the Term. Upon SBDM receiving such payment, Customer may choose to downgrade its Listing.

**DATA OWNERSHIP & PRIVACY.** Unless otherwise specified in the Order Form, any data that is collected on the websites or mobile or other properties of SBDM, whether or not personally identifiable and whether or not in connection with the advertisement and service, is the sole property of SBDM.

**REPRESENTATION AND WARRANTY.** The person consenting to this Agreement represents and warrants that: (i) such person has authority to enter into this Agreement on behalf of Customer; (ii) Customer's entering into this Agreement does not violate any other rights, obligations, regulations or laws; (iii) Customer has obtained all necessary rights for any content that it provides to SBDM and that SBDM's use of such content will not be defamatory or harassing or violate any third-party rights, including rights of publicity, privacy, copyright, trademark or other intellectual property rights, or violate any law or regulation; and (iv) any user with access to Customer's account shall be deemed an authorized user of such account. SBDM reserves the right to rely on the representations and warranties made by any user of Customer's account when providing the products and/or services to Customer.

**ELECTRONIC SIGNATURES AND AGENTS.** Unless otherwise specified, the term "written" shall include paper, fax or email communication. Without limiting the foregoing or any of the acceptance methods listed in this Agreement, any documents executed by both parties in connection herewith, if applicable, may be executed in any number of written counterparts (which may be done by electronic or other customary means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, the parties desire to facilitate certain transactions pursuant to this Agreement by exchanging documents, records and signatures electronically.

**INDEMNITY.** Customer agrees to indemnify and hold SBDM and our affiliates, including reasonable attorneys' fees, made by any third party due to or arising in any manner in whole or in part out of Customer's use of the Site, or its violations of its representations, warranties or obligations under the Agreement. **WARRANTY EXCLUSION.** THE PRODUCTS AND/OR SERVICES PROVIDED BY SBMG ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS, LEGAL, STATUTORY OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, SBDM DISCLAIMS ALL WARRANTIES OR CONDITIONS, WHETHER EXPRESSED, LEGAL, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, NONINFRINGEMENT OR OTHER VIOLATION OF RIGHTS. THE PRODUCTS AND/OR SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS (THE "FORCE MAJEURE EVENTS"), INCLUDING, WITHOUT LIMITATION, WARS, TERRORIST ATTACKS, STRIKES, RIOTS, EARTHQUAKES, HURRICANES, TORNADOES, VOLCANOES, MAJOR WEATHER EVENTS, PANDEMICS, EPIDEMICS OR SIMILAR EVENTS WARRANTING GOVERNMENT OR EXECUTIVE ACTION OR CLOSURES, INTERNET CONGESTION, ATTACKS ON OR FAILURE OF INFRASTRUCTURE, TROJAN, VIRUS OR MALWARE, AND DENIAL OF SERVICE (DOS) ATTACKS. SBDM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM ANY FORCE MAJEURE EVENT. **LIMITED LIABILITY.** IN NO EVENT SHALL SBDM, OUR AFFILIATES, AND OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR OUR SUPPLIERS BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR INDIRECT DAMAGES, LOST PROFITS, ANY SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING

TO THE USE OF OR INABILITY TO USE THE SITE, FOR USE OF ANY COUPONS OR OTHER PROMOTIONAL DISCOUNTS, OR FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON INFORMATION CONTAINED ON THE SITE, WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SBMG'S LIABILITY, AND THAT OF OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND SUPPLIERS, IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSER OF THE AMOUNT OF FEES YOU PAY TO SBMG IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR \$100, NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. FOR THOSE JURISDICTIONS THAT DO NOT PERMIT LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL, OR RECKLESS MISCONDUCT, OR GROSS NEGLIGENCE OF SBMG.

**GOVERNING LAW.** This Agreement is governed by the laws of the State of California ("Governing Law"), without regard to principles of conflict of laws of any state or jurisdiction.

**NOTICE OF DISPUTE.** If you have a dispute with us regarding the Site or products and/or services, you must first send written notice to us at [info@santabarbaradigitalmarketing](mailto:info@santabarbaradigitalmarketing) . We will attempt to resolve any disputes you have with us. Because we are a neutral venue, we are not responsible for resolving any disputes between you and other SBDM Users regarding services or transactions. Customer acknowledges that the products and/or services are offered as an online, hosted solution, and that Customer has no right to obtain or retain a copy of any of the products and/or services unless otherwise stated herein.

**MODIFICATIONS.** Customer agrees that, except as otherwise specified, this Agreement cannot be altered, amended or modified (collectively, "Amend") by Customer, except by a writing signed by an authorized representative of SBDM. Customer acknowledges and agrees that SBDM may amend this Agreement and change or adjust the business and commercial terms and conditions, and all other terms and conditions, at any time and from time to time by posting such changes on the Site, in future order forms or billing, or otherwise at SBDM's sole discretion, including through billing reflecting modified pricing for services and making the updated terms and conditions of the Agreement, including fee or rate increases, available to you. You acknowledge and agree that your continued use of any service pursuant to this Agreement after such amendments have either been published or otherwise made known or available to you through any form including in practice and how the services operate constitutes your knowledge, ratification, agreement and acceptance of such changes. NO WAIVER. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

**SEVERABILITY AND REFORMATION.** Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in

order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

**LANGUAGE.** The parties have expressly agreed that this Agreement and all ancillary agreements, documents or notices relating thereto be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, tout document ou tout avis y afférant soient rédigés en anglais seulement.

**CONTACT INFO.** For all questions related to billing, please contact SBDM at [info@santabarbaradigitalmarketing.com](mailto:info@santabarbaradigitalmarketing.com)