

# The Doctors Marketing, Marketing Contract Terms & Conditions

**Term:** The term of this Agreement will begin and end on the dates listed on your individual signed contractual agreement. The “Customer” is defined as a company or individual seeking marketing services from The Doctors Marketing. The “Company” is defined as The Doctors Marketing.

- 1. Rates.** All marketing services purchased by the customer will be at the rates and on the terms indicated in the individually signed agreement paid monthly. The Company may, in its discretion, from time to time, increase the rates listed on any contract, modify the product/service offerings, or change its advertising terms. The Company will inform the customer of any increase in rates, new product/service modifications, or change in terms in writing 30 days prior to the effective date of the increase, modification or change that could impact this agreement. If the rates are increased, products/services modified, or terms changed, the customer may cancel the remainder of the term of this Agreement, as of the date of the new rates, modifications, or changes go into effect. The Customer must notify the Company in writing if the Customer decides to cancel the remaining term of this Agreement because of increases, modifications, or changes not less than 10 days prior to the changes taking effect. If the Customer fails to provide such written notice, the Customer agrees to be bound by the new rates. Product/service modifications, and terms, which will become a part of this Agreement, effective on the date set forth in the Company’s notice.
- 2. Payment.** The Doctors Marketing will issue invoices to the Customer, and payment will be due net thirty (30) days from the invoice date. Failure to secure final approval from customer on website designs, social media page creation, digital creatives or coop reimbursement on digital ads will not be considered as a reason to delay payment beyond the due date. Interest will accrue at a rate of 10% per annum for any late payment. In addition to the amount owed for unpaid advertising and applicable interest or late charges, the Customer agrees to pay the Company for all incurred expenses payable under this Agreement, including costs of collection, court costs and attorney’s fees.
- 3. Termination.** The Company may reject an advertising order and/or immediately terminate this Agreement, upon notice to the Customer for any of the following reasons: (a) if the Customer fails to make payment when due or otherwise fails to perform any of the provisions of this Agreement, (b) if the Customer makes an assignment for the benefit of creditors, (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed by or against the Customer, (d) if the Customer ceases business operations or is likely to cease business operations or (e) in the opinion of the Company, the credit of the Customer is or may be impaired. If this Agreement is terminated for any of these reasons, customer will nevertheless remain liable for balances due on any purchased products and services, whether billed or unbilled, and the Company

will send an invoice to the Customer, of which the Customer agrees to promptly pay.

4. **Indemnification.** The Customer and/or the Customer business signatory to this Agreement agrees to hold the Company harmless and indemnify the Company from all claims, suits, damages costs and expenses of any nature whatsoever, including attorney's fees and court costs, for which the Company may become liable by reason of its distribution or publication of customer's promotions or advertising, including but not limited to claims or suits alleging libel, privacy invasion, unfair competition, defamation, misuse of publicity rights, copyright infringement, dilution or trademark infringement under federal or state law, or otherwise based on the content of customer's promotions or advertising, including illustrations, text, claims, etc.
5. **Errors.** The customer may not claim a breach, terminate or cancel this Agreement if there are typographical errors, under deliveries, omissions or errors in advertising, social media and website content provided by the Company. The Company agrees to take corrective action within 2 business days of notification by the customer, that portion of the advertising, website or social media content which may have been rendered valueless by such typographical errors, incorrect ad placements, under deliveries or omission of copy, unless such error arose due to the error or omission of customer, or after the advertisement, website or social media content had been set and proofed or otherwise confirmed by the customer or the advertisement was submitted after start date. The Company will not be liable to customer for any loss or damage that results from a typographical error, incorrect ad placement, under delivery, omission or error related to the products and services that it provides.
6. **Ownership.** All advertising copy which represents the creative effort of the Company and/or utilization of creativity, illustrations, labor, composition or furnished material, is and remains the property of the Company, including all rights of copyright therein. The Customer understands and agrees that it cannot authorize photographic or other reproductions, in whole or in part, of any such advertising copy for use in any other advertising medium without payment for creative services to The Company. All website and social media content are owned by The Doctors Marketing. A backup copy of the existing/old website will be uploaded to the Customer's server of choice upon termination of contract free of charge.
7. **Taxes.** In the event that any federal, state or local taxes are imposed on the printing, publication or distribution of advertising material or on the sale of advertising or products and services produced by the Company, these taxes will be assumed and paid by the Customer.
8. **Guarantee.** The Doctors Marketing offers a full refund guarantee minus deposit and admin fees if the following situations do not occur: an increase in the number of new patients, increase in email leads, increase in phone call leads, or an increase in the amount of traffic as seen by google analytics or SEMrush per the terms agreed upon in individually signed new contract.

9. **Excusable Delays.** The Company will not be liable for any damages related to delay or failure to perform due to causes beyond its control, including but not limited to, fire, strike, work stoppage or other labor interruption, freight embargo, terrorism, sabotage, war, civil disturbance, governmental action, rules or regulations, failure of machinery, equipment or information systems, failure of suppliers and digital partners, the elements, flooding, power outages or interruptions or acts of God. The Company inability or failure to perform will not constitute a breach of this Agreement. Performance by the Company of its obligations under this Agreement will be suspended during this type of delay or failure to perform. The Customer may, however, terminate this Agreement if suspension lasts more than thirty (30) days.
10. **Miscellaneous.** All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement set forth by the date of the signed and executed individual contract. This Agreement constitutes the entire agreement between the parties and supersede and cancel any prior agreements, representations or communications, whether oral or written, between the parties relating to the subject matter of this Agreement. This Agreement may not be changed orally and may only be amended in writing and signed by both parties. This Agreement may not be assigned by the Customer without the prior written consent of the Company. This Agreement will be governed by the laws of the State of Texas, and any claims or legal action shall be brought in federal or state courts with jurisdiction with Texas.