

## TERMS AND CONDITIONS

These TERMS AND CONDITIONS are service, product specific to programs identified and called **Purpose to Profits** and **GAG Kick Start** and subject to the “terms of service”, “terms and conditions”, “scope of services” hereinafter set forth by the Philantrepneur Foundation, and Dr. Victoria Boyd, LLC, and hereby known as the “Company”, including any of its affiliate companies or subcontractors.

These are legally enforceable conditions initiated by a customer, and hereby known as the “Parties”, who through their actions submitted or otherwise agreed to any or all of the following conditions, Sales Order, clicking “I Agree” to the Terms of Service, or submitting initial payment, has engaged the services of the “Company”.

### NONCOMPETE SERVICES

Services are provided by and through the “Company” and said Company reserves the right to use subcontractors to deliver some or all the stated services. These subcontractors are under a noncompete clause and may not solicit, or approach said Parties, or entertain request from Parties to service their accounts directly bypassing the Company agreement. The included services are outlined in the *Scope of Services*. If the noncompete clause is violated, the agreement between the Company and Parties will remain in effect until the end of its term and payments will be due.

### CRITERIA

The Company develops systems, organizational websites, and related deliverables specifically to establish an educational portal and meet the technical specifications and requirements needed to meet Policies set forth by Google, INC. and the Nonprofit Ad Grant criteria and hereto known as the “Services”. Our only obligation of services is to meet those criteria. Any service request outside of our *Scope of Service* related to the website’s functionality such as connecting donation portals, CRM activation, or other nonrelated products or services are considered additional services.

### SCOPE OF SERVICES

The Companies *Scope of Services*, identified as Development and Implementation, differs slightly between programs therefore the following details are specific to each program.

#### I. DEVELOPMENT

##### PURPOSE TO PROFITS PROGRAM – Business format

Development services include a sequential three-step process. Each step is a prerequisite for the next.

##### ENTITY CREATION

- File required state and/or federal applications
  - Option 1: Entity with funding solicitation approval
    - State and Federal filing
  - Option 2: Entity without funding solicitation approval
    - Federal filing

##### WEBSITE CREATION/ SPECIFICATIONS

- Organization specific domain – ‘.org’
- SSL certified
- Mission driven
- Website built on Nowsite Platform
  - Main page designed to match organization’s brand
  - Logo placement
  - Mission Statement
  - Education Portals: sample functionality
    - Opt-in access to resources
    - Downloadable content
    - Video links

##### GOOGLE AD GRANT APPROVAL

- Organization certification
- Google Nonprofit application
- Google Ad Grant application

## **GAG KICK START – for existing nonprofits**

The Company assumes that an existing organization already has a functioning website, therefore, the development process takes that into consideration. However, if the organization needs a website, the service can be added to the Development phase, and it will incur additional fees.

## **WEBSITE ASSESSMENT**

### **TECHNICAL SPECIFICATIONS**

Assess whether an existing website meets the criteria set forth by Google Policies

- Organization specific domain – ‘.org’
- SSL certified
- Mission driven
  - Mission Statement
  - Education Portals
    - Opt-in access to resources
    - Downloadable content
    - Video links

### **GOOGLE AD GRANT APPROVAL**

- Organization certification
- Google Nonprofit application
- Google Ad Grant application

## **II. IMPLEMENTATION – is applicable to both programs**

- Step 1: Ad Account Setup
  - Tag Manager
  - Google Analytics
  - Keyword identification
  - Page optimization
- Step 2: Assign a dedicated Google Ad Manager – Digital Marketing Specialist in an ongoing program with monthly fees.
  - Biweekly Keyword Research
  - Biweekly Custom Blogs
  - Grant Retention
  - Custom Google Ads Monthly Report
  - Biweekly Email Check in and Optimization
  - 1 Monthly Content Recommendation
  - Google Analytics Monthly Report
  - 1 Custom Conversion
  - Monthly Call with our Digital Marketing Strategist
  - Continental Geotargeting

## **FEES AND EXPENSES.**

The fees are dependent on the program and service options selected.

### **FEES**

- Development: Flat Fee
  - Create nonprofit entity
  - Create website meeting technical specification
  - Apply for Google Grant
- Implementation: Recurring Fees
  - Annual website hosting fee
  - Assigned Google Ad Manager\* – Digital Marketing Specialist
    - Set up technical requirements to run Google Ads
      - Tag Manager
      - Google Analytics
      - Keyword identification

- Run ad campaigns

*\*We may use sub-contractors to deliver services, but all fees and payments will be processed and made directly to the 'Company'. It is the Companies responsibility to ensure services payments are made to subcontractors.*

## **EXPENSES**

If service request are made beyond the Scope of Services the Company may incur costs incidental to the Services beyond the scope of services for which it shall be reimbursed

Invoicing. The Company shall provide invoices to Parties for flat fee or recurring services

## **3. TERM**

This Agreement shall last from the date of execution to the completion of the Services, as described herein.

*DEVELOPMENT:* There are several variables and third-party processes that impact timelines and terms. The agreement will stay in effect until all deliverables as listed below have been executed regardless of the timeline.

- Entity creation
- Google Grant approval

*IMPLEMENTATION:*

Profits to Purpose:

- Website Host: One (1) year subscription renewable annually.

**Ad Manager:** minimum six (6) month term

## **4. TERMINATION**

After term requirements are met, a 60-day written termination notice is required. Notices must be submitted to [admin@philantrepreneurfoundation.org](mailto:admin@philantrepreneurfoundation.org).

## **DELIVERY.**

The Company shall deliver all deliverables pursuant to the Scope of Services and the specified "Term" variable.

## **5. CHANGE IN SPECIFICATIONS.**

During the development stage, Parties may request that changes be made to the websites' aesthetic elements. However, changes to content must be approved that they meet the requirements and specification outlined in Google Policies and Google Ad Grant criteria. Any changes requested will impact the delivery and completion date.

If Parties requests such a change within the development term the Company will use its best efforts to implement the requested change at no additional expense.

In the event the proposed change will, in the sole discretion of the Designer, require a delay in the delivery of the Website or would result in additional expense to the Company, the Company shall confer, and at its discretion, elect either to withdraw the proposed change or require Parties to incur additional expense.

## **PROPRIETARY RIGHTS.**

The Parties shall be the owner of the website, domain and all related right, title, and interest in any intellectual property in the Website and the Services shall be deemed a 'Work Made For Hire' in accordance with the Copyright Act, as amended from time to time. The Company acknowledges and agrees that the Website will contain valuable proprietary rights and disclaims all rights in such rights. The Company hereby assigns to Parties without further compensation all its right, title, and interest in the Website and all related intellectual property rights thereto.

## **7. INTELLECTUAL PROPERTY WARRANTY.**

The Company warrants and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services. Parties warrants and represents that any content provided to the Company to facilitate the performance of the Services shall not violate the intellectual property rights of any third party and shall indemnify the Company against any claim that results from the provision of such allegedly infringing content.

## **8. JURISDICTION AND VENUE.**

This Agreement shall be construed with and governed by the substantive laws of the State of Nevada. Should any claim or controversy arise between the Parties under the terms of this Agreement, such claim or controversy shall be resolved only in the

state or federal courts located in the United States of America and said state and federal courts for the Parties shall be the only appropriate jurisdiction and venue for such claim or controversy.

**9. NO WAIVER OR MODIFICATION.**

No obligation in this Agreement shall be deemed waived, nor shall any term be modified without a consent to such waiver or change officially acknowledged by both Parties in written or electronic communications.