

## Google Ads Service Agreement

1. **Term and Renewal.** Premium Ranks. shall provide the Client with search engine placement services (the “**Services**”) on a 3 months subscription basis as indicated in the official quote. This can be cancelled at any time before the next billing period.
2. **Services.** The Services to be provided by Premium Ranks. shall include the following:
  - a. Provide keyword research to select appropriate, relevant search term(s) that are selected or agreed upon by both Premium Ranks. and the Client.
  - b. Place the Client's Ad on the Google Ads section on the first page of Google, with no pay per click as stated in Schedule “A”, attached hereto. Premium Ranks. will also work diligently to maintain that positioning with the agreed upon search engines.
  - c. Includes:
    - Guaranteed Google first page ranking on the Ads section
    - No Pay Per Click.
    - 24/7 ad and bid management.
    - Ads on mobile devices.
    - Image on the Ad.
    - Conversion optimization.
    - Geo targeting.
    - Detailed reporting.
    - Competitors analysis.
    - Ad extensions.
  - d. Premium Ranks. will continue to evaluate the campaign results and adjust the campaign to improve the effectiveness of the ads for the client. Premium Ranks. will also send the client month end reports to show keyword positioning throughout the previous month as well as overall results of the campaign.
  - e. Premium Ranks will continue to monitor and optimize keywords (daily bid management) and ads including the text of the ad (with the client's consent) to increase ad performance.
  - f. Provide full customer service support team Monday to Friday 9:00AM -5:00 PM EST.
  - g. Work as a personal consultant for the client's online advertising plans
  - h. **Google Ads Display Devices:**
    - Google Ads Display - Desktop and laptop computers & Tablets with full browsers
    - Google Mobile Ads Display - Mobile devices with full browsers
3. **Keywords.** Premium Ranks. shall use the specific keywords or phrases listed in quote for improving the ranking of, or position the contents of the Client's URLs in the search engines.

4. **Payment.** Client agrees to pay Premium Ranks the sum of as per customer signed quote in return for Premium Ranks. Services (the "**Fee**"), in accordance with the following schedule:

A report of activities undertaken in providing the Services will be provided by Premium Ranks. to the Client once a month.

5. The Client acknowledges the following with respect to the provision of Services by Premium Ranks:

- a. Premium Ranks does not guarantee leads or calls.
- b. Premium Ranks. has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any directory at any time at the sole discretion of the search engine or directory.
- c. Due to search engine changes, copyright infringements, and other determinations out of our control some keywords will not be acceptable to search engines. In these cases, we will consult with the client to replace those keywords with ones that approved for search engine use.

6. Premium Ranks. shall not be responsible for changes made to the Client's website by other parties that adversely affect the search engine rankings of the Client's website.

7. Additional services, which are not specified herein, may be provided at the option of Premium Ranks. with prior agreement of the Client and at a fixed rate as agreed upon by the parties. All other terms of this Agreement shall apply to the provision of such additional services.

8. The Client represents and warrants that any elements of text, graphics, logos, photos, designs, or trademarks provided to Premium Ranks. for inclusion on the website above are owned by the Client, or that the Client has received permission from the rightful owner(s) to use such intellectual property. The Client further represents and warrants that it shall hold Premium Ranks. harmless from and protect, defend and/or indemnify Premium Ranks. and its directors, officers, employees, agents and representatives from any liability or suit arising from the use of such intellectual property.

9. Premium Ranks. shall provide its best efforts in repairing any incidental or actual damage to the Client's website caused specifically as a result of the Services those Premium Ranks. provides to the Client. Premium Ranks., acting reasonably, will ascertain if the damage was in fact caused by Premium Ranks. when providing Services under this Agreement.

10. If Premium Ranks failed to deliver the 1<sup>st</sup> page exposure to the Client's Ad within 2 to 3 business days, the Client will be entitled to a full refund for the amount paid.

11. If the client's Ads does not appear on the 1<sup>st</sup> page of Google for 24 hours or more, the client will be entitled to time credit equal to double the down time face