



Client Terms of Service

Last Modified: December 5, 2022

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

Our Client Terms of Service are a contract that governs our Client's use of our services.

Introduction

Leap Digital, a key component of the WSI World Network, excels in offering a diverse spectrum of digital services and solutions tailored to meet the evolving needs of our clients. Recognized both as Leap Digital and WSI - Leap Digital, we navigate the fluid landscape of digital marketing with agility and expertise. This agreement delineates the terms under which we engage with our clients, highlighting our dedication to not just meet but exceed expectations through our comprehensive suite of services. Our affiliation with the global network underscores a commitment to harnessing collective insights and expertise, ensuring that our clients benefit from cutting-edge strategies and innovative solutions. Embracing change as a constant in the digital realm, we are dedicated to adapting our services to keep pace with technological advancements and market trends, ensuring our clients achieve their short-term and long-term goals with unmatched precision and excellence.

Definition of "Client"

Throughout these Terms of Service, the terms 'You' and 'Client' are used with distinct intention. 'Client' formally identifies any individual, company, or entity that engages with Leap Digital (alternatively known as WSI - Leap Digital within the WSI World Network) or our parent company, Indatum Inc., for digital services and solutions. This term is utilized in contexts outlining rights, responsibilities, and formal obligations under this agreement.

Conversely, 'You' directly addresses the same individuals, companies, or entities in a manner designed to engage and guide through the provisions and instructions contained herein. This distinction aims to blend professional clarity with personal engagement throughout the document.

A "Client" relationship is recognized and established through one of two actions: the formal execution of a service agreement, as evidenced by a signature—whether physical or digital—or through the initial payment for services provided by Leap Digital. Such acknowledgment of the agreement, whether by signing or payment, indicates the Client's (or 'Your') acceptance of these Terms of Service and an agreement to adhere to its stipulations.

Acknowledgement of Client Agreement

A Client contract, and these Client Terms of Services with WSI -Leap Digital is considered acknowledged and in effect when a Client either:

1. Signs a service agreement directly with Leap Digital, or
2. Makes an initial payment for services provided by Leap Digital, thereby implicitly agreeing to the terms laid out in this document and any accompanying proposals or service descriptions.

It is important to note that failure to make subsequent payments for services does not constitute a termination of this agreement

or dissolve the established Client relationship. Termination of this agreement requires explicit written notice from either party, as outlined in the "Termination" section of these Terms of Service.

Responsibility of Client's Representatives

It is understood and agreed that any employees, agents, or representatives acting on behalf of the Client in engaging with Leap Digital (also referred to as WSI - Leap Digital) or our parent corporation, Indatum Inc., are bound by the provisions of these Terms of Service. The Client guarantees that their representatives will be made aware of and comply with these terms as if the Client themselves were taking the actions or making the decisions.

This includes, but is not limited to, the submission of requests, approval of proposals, receipt of notices, and making of payments. The Client is responsible for any and all actions taken by their employees or representatives in relation to the services provided by Leap Digital and must ensure that such representatives act within the scope of their authority as conferred by the Client.

The Client further agrees to indemnify and hold harmless Leap Digital from any breach of these Terms of Service by their representatives. This indemnification includes any liabilities, losses, damages, judgments, charges, and expenses incurred by Leap Digital as a result of such a breach.

Who are we?

For the purposes of this agreement, and our relationship with our Clients, the names "Leap Digital" and "WSI - Leap Digital" are used interchangeably and refer to corporate entity Leap Digital Ltd, a Division of Indatum Inc. Either designation embodies the full legal entity and operational body providing services under this agreement. All references to Leap Digital or WSI - Leap Digital within this document, in communication, or in any related documentation should be understood as referring to Leap Digital Ltd in its capacity as a division of Indatum Inc., without distinction or difference in obligations, rights, and responsibilities.

About this Agreement

We've aimed to keep these terms as readable as possible, but in some cases for legal reasons, some of the language is necessarily "legalese". By receiving the Consulting Services, You are agreeing to these terms.

We update these terms from time to time. If You would like to be added to the mailing list for change notification, please email accounting@leapdigital.ca.

Introduction

Duration and Fees

Payment Terms

Exceeding Expectations

Network Collaboration and Confidentiality

Third-Party Support

Configuration of Third-Party Services

Website Design and Development

Hosting Terms

Search Engine Optimization (SEO) and Content Writing Services

Email Marketing Services

Intellectual Property Usage and Ownership

Other Services Not Specified

Liability and Warranty

Amendment of Terms

Governing Law

Duration and Fees

- The services under this agreement are provided monthly, with automatic renewal each month unless terminated by either party with one month's written notice.
- Fees for services by WSI - Leap Digital are outlined in the proposal. Payments are due within 15 days of invoice receipt unless otherwise specified.
- At our sole discretion, WSI - Leap Digital reserves the right to immediately suspend services without notice if any invoice remains unpaid for more than 60 days from its due date.

Payment Terms

- **Invoices:** As a retainer-based service provider, Client will receive a monthly invoice in advance for the agreed-upon services. This invoice will cover the retainer fee for the upcoming month, detailing the scope of services included. Any additional charges incurred beyond the scope of the retainer will be invoiced separately, detailing the fees and the billing period in which these charges were accrued.
- **Invoices Delivery:** Invoices are delivered via email, and depending on the original scope of work, could be issued by either of our operating names which include: WSI World, WSI – Leap Digital, Leap Digital, or Indatum Inc.
- **Payment Method:** Payments can be made via bank transfer, pre-approved credit card authorization form, or any other method mutually agreed upon by both parties.

- **Payment Allocation:** Payments received will always be applied in order to the oldest outstanding invoice(s) to help manage and reduce the overall balance due.
- **Late Payments:** A late fee of 2% per month will be applied to balances more than 30 days overdue. Repeated late payments may result in the suspension or termination of services.
- **Delinquent Accounts:** Accounts delinquent for more than 60 days grant WSI - Leap Digital the discretion, and without notice, to suspend the Client's online presence, including, but not limited to, the suspension of their hosting services.
- **Disputed Charges:** Client must notify WSI - Leap Digital in writing within 15 days of the invoice date if disputing any charge, with a detailed description of the dispute. Both parties will work in good faith to resolve the dispute quickly.
- **Refunds and Adjustments:** WSI - Leap Digital does not offer refunds on payments made. Any requests for adjustments will be evaluated on a case-by-case basis, but the granting of such requests is at the sole discretion of WSI - Leap Digital.

Exceeding Expectations

WSI - Leap Digital takes pride in our dedication to assisting Clients in achieving their short-term and long-term goals, often going beyond the stated scope of our agreement to provide support where possible. This commitment reflects our ethos of delivering exceptional value and fostering strong Client relationships. However, it is important for Clients to understand that such additional support is provided at WSI - Leap Digital's discretion and does not signify an ongoing obligation or alteration of the agreed-upon services. Our primary aim is to ensure Client satisfaction and success, while also maintaining clear boundaries around the regular scope of our services.

Network Collaboration and Confidentiality

- **WSI Network Structure:** WSI - Leap Digital is an integral part of the WSI World network of offices, agencies, consultants, and production centers, which comprises legally independent businesses that collaborate closely to deliver comprehensive digital marketing solutions. While each entity operates independently, we collectively adhere to a shared standard of excellence, leveraging diverse expertise across our network to benefit our Clients.
- **Collaboration Without Mandatory Disclosure:** In delivering our services, WSI - Leap Digital may collaborate with other offices within the WSI World Network to harness specialized skills and resources. These collaborations are a testament to our commitment to providing Clients with the best possible solutions. It is important to note that while these partnerships enhance our service offerings, individual engagements with network partners are not subject to mandatory disclosure. This approach is taken to streamline communication and maintain a focus on delivering results for our Clients.
- **Protection of Network Partners:** All network partners within the WSI World Network are bound by mutual agreements that uphold the highest standards of confidentiality, professionalism, and respect for each other's independence and Client relationships. WSI - Leap Digital commits to protecting the interests and confidentiality of our network partners, ensuring that any shared information or collaborative efforts are treated with the utmost discretion.
- **Client Benefits:** Our collaborative network model provides Clients with access to a broad spectrum of digital marketing expertise and resources, all while ensuring that the quality and integrity of the services provided remain consistent and secure. Clients benefit from the collective expertise of the WSI World Network without compromising on privacy or confidentiality.
- **Responsibility:** While WSI - Leap Digital takes responsibility for the overall quality and delivery of the services we provide; each network partner is individually responsible for the work they contribute. WSI - Leap Digital ensures that all network collaborations adhere to our high standards, but we do not assume liability for the actions or omissions of independent network partners.

Third-Party Support Outside the Network

- **Disclosure of Outsourcing Practices:** On occasion, WSI - Leap Digital engages with reputable third-party firms that are not part of the WSI World network, to fulfill certain aspects of our services when necessary. We are committed to transparency and will inform Clients when significant portions of their work are outsourced.

Configuration of Third-Party Services

- **Configuration:** With prior written approval from the Client, WSI - Leap Digital is permitted to configure third-party services on behalf of our Clients. This may involve the use of the Client's payment information to set up these services. Our role in configuring such services is intended as a benefit to our Clients, facilitating access to third-party solutions that may enhance their business operations.
- **Concierge Service:** By engaging WSI - Leap Digital to configure these third-party services, the Client acknowledges that WSI - Leap Digital acts as an agent providing a concierge service. The establishment of any service account or relationship with a third party on behalf of our Clients is strictly between the Client and the third-party service provider.
- The Client hereby absolves WSI - Leap Digital of any liability related to the configuration of third-party services, including but not limited to any unintentional mistakes made during the setup process. This absolution of liability extends to any and all consequences that may arise from the relationship between the Client and the third-party service provider, recognizing that WSI - Leap Digital does not assume responsibility for the ongoing relationship or the performance of the third-party services.
- Clients are encouraged to review all terms and conditions provided by third-party service providers and to understand their rights and obligations within those relationships fully. WSI - Leap Digital commits to conducting the configuration process with due care and in accordance with the instructions provided by the Client, but ultimate responsibility for the management and oversight of third-party relationships lies with the Client.

Website Design and Development

- We strive for error-free websites but can't guarantee this. The website remains WSI - Leap Digital's property until full payment is made.
- You guarantee that all materials provided for the website are rightfully Yours or You have permission to use them, indemnifying us against any related claims.
- Our websites use industry best practices but are not guaranteed to meet specific accessibility certifications.

Hosting Terms

- Hosting services are provided free of charge to our Clients as long as they continue to engage with WSI - Leap Digital - for their digital needs and accounts are in good standing.
- Hosting services, if provided, aim for a 99.9% uptime, although this level of service is not guaranteed. WSI - Leap Digital is not liable for losses due to hosting issues and reserves the right to manage content and terminate services if deemed necessary.
- WSI - Leap Digital reserves the right to suspend hosting services without notice, if any invoice remains outstanding for more than 60 days from its due date.

Search Engine Optimization (SEO) and Content Writing Services

- **Client Responsibilities:** Client agrees to provide WSI - Leap Digital with all necessary information, access to digital assets, and feedback required to perform SEO and content writing services effectively.

- **Performance and Rankings:** WSI - Leap Digital will make every effort to improve the ranking of Client's website on search engines. However, due to the dynamic nature of search engine algorithms, WSI - Leap Digital cannot guarantee specific ranking positions or immediate results.
- **Content Approval:** Client will have the opportunity to review and approve all content before publication. Once approved, WSI - Leap Digital will proceed with content distribution and optimization activities.
- **Intellectual Property:** All content created by WSI - Leap Digital for Client under this agreement will be the property of Client upon full payment for the services rendered. WSI - Leap Digital retains the right to use completed works for promotional purposes unless specifically requested not to by Client.
- **Liability:** WSI - Leap Digital is not responsible for any indirect, incidental, or consequential damages arising from the SEO and content writing services provided. Client acknowledges that changes in search engine algorithms or digital marketing practices may require adjustments to the SEO strategy and content, which may not always result in immediate improvements in search rankings or website traffic.

Email Marketing Services

- **Content Creation and Strategy:** WSI - Leap Digital will develop and execute email marketing campaigns that include the creation of engaging, relevant content tailored to Client's target audience. Strategies will encompass newsletter distribution, promotional emails, and targeted campaigns designed to enhance customer engagement and drive conversions.
- **Client Responsibilities:** Client is expected to provide WSI - Leap Digital with any necessary information, brand guidelines, and access to customer lists (as applicable) for the effective execution of email marketing campaigns. Client guarantees that any customer data provided complies with applicable data protection and privacy laws.
- **Performance Tracking:** WSI - Leap Digital will monitor and report on the performance of email marketing campaigns, including metrics such as open rates, click-through rates, and conversion rates, to continually optimize for better results.
- **Compliance:** All email marketing activities conducted by WSI - Leap Digital on behalf of Client will adhere to relevant anti-spam and data protection laws, including but not limited to GDPR and CAN-SPAM Act requirements. WSI - Leap Digital will ensure that all emails contain clear information on the sender, an unsubscribe option, and other elements as required by law.
- **Liability:** WSI - Leap Digital will not be liable for any direct, indirect, incidental, or consequential damages that may arise from the email marketing services. This includes, but is not limited to, damages resulting from email misdelivery, spam flagging, or unsubscription rates. Client agrees to indemnify WSI - Leap Digital against any claims related to content or data provided by Client for the purpose of email marketing.

Intellectual Property Usage and Ownership

- **License and Use:** Client is granted a non-exclusive, non-transferable license to use the intellectual property (IP) created by WSI - Leap Digital as part of the services provided, solely for their business operations and in accordance with the terms of this agreement.
- **Ownership and Transfer Restrictions:** Ownership of the intellectual property shall remain with WSI - Leap Digital until all outstanding balances are fully paid. Until such payment is made, Client may not sell, transfer, or assign ownership of the IP to any third party.
- **Permission to Use:** The continued permission for Client to use the licensed IP is at the sole discretion of WSI - Leap Digital. WSI - Leap Digital reserves the right to revoke this license and demand cessation of use of the IP if Client fails to comply with any terms of this agreement, including but not limited to, the timely payment of fees. Both parties will respect and protect each other's proprietary information. You grant WSI - Leap Digital the right to use content developed for You, barring direct identifiers.

Other Services Not Specified

- **Scope of Additional Services:** Digital marketing is an expansive field, continually evolving with new technologies and strategies. Recognizing this, WSI - Leap Digital offers a wide array of services to meet the diverse needs of our Clients. While this agreement outlines the primary services to be provided, it may not encompass the full range of capabilities available within our network.
- **Engagement of Additional Services:** Should Client require digital marketing services not explicitly detailed in this agreement; we welcome the opportunity to discuss these needs. WSI - Leap Digital is equipped to offer additional services, subject to separate negotiation and agreement. This ensures that Client has access to comprehensive solutions tailored to their specific requirements.
- **Request and Approval Process:** Requests for additional services should be directed to WSI - Leap Digital in writing. Each request will be evaluated on a case-by-case basis, considering our capacity, expertise, and the potential impact on existing commitments. Approval of additional services will be communicated in writing, along with any adjustments to fees, timelines, and terms necessary to accommodate the expanded scope of work.
- **Integration with Current Services:** Our approach to integrating additional services is seamless, ensuring that all aspects of Client's digital marketing strategy are cohesive and aligned with their overall objectives. WSI - Leap Digital will coordinate closely with Client to ensure that any new services complement and enhance the existing agreement.

Liability and Warranty

- WSI - Leap Digital offers services with reasonable skill and care, providing a 30-day warranty on web projects, void if unauthorized modifications are made.
- We're not liable for indirect losses or damages arising from our services. This agreement excludes other warranties beyond the expressed service performance guarantees.

Warranty Claim Process

If You encounter any issues with the services provided by Leap Digital (also known as WSI - Leap Digital) that You believe are covered under our 30-day warranty, please follow these steps to report the issue:

1. **Notification:** Contact us immediately upon discovering the issue. You can reach us via email at MyTeam@leapdigital.ca. Please provide a detailed description of the problem, including when it was noticed and any specific circumstances or actions that lead to its discovery.
2. **Documentation:** If possible, provide screenshots, error messages, or any other documentation that can help us understand the issue more clearly. This information will be crucial for our team to assess the problem and determine the appropriate course of action.
3. **Assessment:** Once we receive Your report, our team will promptly review the information provided and may contact You for further details or clarification. We aim to assess all warranty claims within [number] business days of receipt.
4. **Resolution:** After evaluating the issue, we will inform You of our findings and outline the next steps. If the problem falls under our warranty, we will proceed with the necessary corrections or adjustments at no additional cost to You. We strive to resolve all warranty-related issues efficiently and to Your satisfaction.

Please note, this warranty does not cover issues arising from unauthorized modifications, misuse, or external factors beyond our control. The warranty period begins on the date the service is delivered or goes live and lasts for 30 days.

Amendment of Terms

WSI - Leap Digital reserves the right to amend or modify these Terms and Conditions at any time, at its sole discretion, to reflect changes in our services, laws, or industry standards. Such amendments will be effective immediately upon their posting on our website or direct communication to the Client, whichever method we deem appropriate. It is the responsibility of the Client to

periodically review these terms for any changes.

Acknowledgment of these terms through the signing of a service agreement or through the initial payment for services implies acceptance of the possibility of future amendments. Continued use of WSI - Leap Digital's services after the posting of amended terms constitutes binding acceptance of the changes. Should a Client disagree with the amended terms, the sole remedy is to discontinue the use of our services and terminate the agreement in accordance with the "Termination" provisions outlined herein.

This revised approach ensures clarity around the definition of a Client and the process for acknowledging and accepting the terms of service, including future amendments. It also underlines the ongoing nature of the agreement and the conditions under which it can be updated or terminated.

Governing Law

This agreement is governed by the laws of Ontario, Canada.

Use of Services

By continuing to use our services You are agreeing to these terms, You acknowledge understanding and acceptance of the outlined provisions for our engagement.