

Terms of Service Agreement for DSR Strategies

1. Definitions

In this agreement, the following terms have the following meanings:

- "DSR Strategies", "we", "us", and "our" refer to DSR Strategies LLC, a business registered in the state in which we are located.
- "you" and "your" refer to the person or entity that is using our services.

2. Services Provided

DSR Strategies offers a comprehensive range of search engine optimization, digital marketing, and online reputation management services tailored to small and medium-sized businesses. Our goal is to enhance your online visibility, attract more customers, and ultimately grow your business. Our services include, but are not limited to:

- Keyword research and analysis
- Website optimization for local search
- Google My Business listing creation and optimization
- Building local citations and backlinks
- Encouraging and managing online reviews
- Local schema markup implementation
- Social media management and marketing
- Local content creation and content marketing
- Monitoring and analytics, including tracking online reputation and SEO performance
- Online reputation management, including review monitoring and response, content management, and search engine optimization for reputation enhancement

We offer three service packages to cater to your specific needs and budget: Gold (basic), Diamond (advanced), and Platinum (premium). The scope of services, efforts, and results provided will be in accordance with the package you choose. We reserve the right to commence providing services and billing you for those services through a verbal agreement. In such cases, a signed contract will not be necessary to initiate the delivery of services and related billing.

Please note that the specific services and extent of efforts within each package may vary, and details will be provided upon consultation or package selection.

3. Packages, Pricing, Payment, and Cancellation

We offer three packages: Gold (Essentials), Diamond (Complete), and Platinum (Ultimate). Each package includes a monthly subscription fee and a one-time initiation fee of \$599. The initiation fee covers the cost of setting up your account, including research and analysis of your business and industry, creation of a customized SEO strategy, and development of an SEO plan tailored to your specific needs. The monthly subscription fees for each package are as follows:

- a) Gold Package: \$549 per month
- b) Diamond Package: \$749 per month
- c) Platinum Package: \$899 per month

Optional add-on services are available at the following fees:

- a) Website Building: \$199
- b) Pay-Per-Click Advertising Services: Variable amount, as agreed upon between the parties.

By signing up for our services or providing verbal consent over the phone, you agree to pay for our Services in accordance with the agreed-upon fees, payment schedules, and terms specified in the contract or invoice. We reserve the right to save your credit card information on file and charge your card monthly for the chosen package's subscription fee. No written agreement is necessary for this recurring charge once you sign up for our services or provide verbal consent. The charges will continue until you decide to cancel your subscription.

We reserve the right to provide discounts at our discretion. In cases where a discount is given, the client agrees that they may receive a reduced level of services than what is outlined in the Services Provided section. Any such reduction in services will be clearly communicated to the client before the discount is applied.

Payment for our services is due on a monthly basis. We accept payment via credit card or electronic funds transfer. Once payment is made, it is non-refundable. By verbally

agreeing to use our services and authorizing the initial payment, you are authorizing us to continue to bill you on a monthly basis until you request us to cancel your subscription. If you choose to cancel your subscription, you may do so through our "Contact Us" page or by phone at least 30 days before the end of the current billing cycle. If you cancel your subscription before the end of the current billing cycle, you will be responsible for paying the full amount for that billing cycle. We reserve the right to suspend or terminate your account if you fail to pay any amount due to us.

Please note that the specific services and extent of efforts within each package may vary, and details will be provided upon consultation or package selection.

5. Ownership and Licensing

All content created by DSR Strategies, including but not limited to text, graphics, logos, and images, are the property of DSR Strategies and are protected by copyright laws. DSR Strategies grants you a non-exclusive, non-transferable license to use our services for your internal business purposes only. You may not copy, modify, distribute, or resell any of our services or content. We retain all rights, title, and interest in and to our services and content, and you agree not to challenge our ownership or licensing of the same.

6. Confidentiality

DSR Strategies agrees to keep all information provided by you confidential and to use such information only for the purpose of providing the services described in this agreement, including the collection and use of your social media and website account information and passwords, which will be utilized in accordance with the services we provide once you sign up with us. We will not disclose any confidential information to any third party without your prior written consent, except as required by law. DSR Strategies may record calls or demonstrations with the sole purpose of confirming the client's legal consent to the services provided and to ensure the accuracy of the client's agreements. By agreeing to attend a demonstration with DSR Strategies, you acknowledge and consent to the recording of such calls or demonstrations for these purposes. No further written or verbal consent is necessary for DSR Strategies to make and retain such recordings, and we will treat any such recordings as confidential information.

7. Limitation of Liability

DSR Strategies will not be liable for any damages or losses arising out of your use of our services, including but not limited to any damage to your reputation, even though our aim is to enhance it. To the maximum extent permitted by law, our aggregate liability for any claim arising out of or in connection with the services, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually paid by you to us for the services in the 12 months preceding the event giving rise to the claim. We shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, loss of business, or business interruption, arising out of or in connection with the services, even if we have been advised of the possibility of such damages. By using our services, you agree to bear all risks associated with the services, and you acknowledge that we cannot guarantee specific outcomes or results.

8. Warranties

DSR Strategies makes no warranties or representations, express or implied, with respect to our services or content, including but not limited to any warranties of merchantability, fitness for a particular purpose, or non-infringement of third party rights. We do not guarantee any specific results or outcomes from the use of our services, and we make no representations or warranties with respect to the accuracy, reliability, or completeness of any information provided by us.

9. Indemnification

You agree to indemnify, defend, and hold harmless DSR Strategies and its officers, directors, employees, agents, and affiliates from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of our services, your violation of this agreement, or your infringement of any third party's intellectual property rights.

10. Termination

We reserve the right to terminate this agreement at any time if you breach any of the terms or conditions set forth herein. Upon termination, you must immediately cease using our services and content, and you shall not be entitled to any refund of any amounts paid to us.

11. Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the state in which DSR Strategies is located, without regard to its conflict of laws principles. Any dispute arising out of or in connection with this agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in the state in which DSR Strategies is located, and the arbitrator's award shall be final and binding.

12. Entire Agreement

This agreement constitutes the entire agreement between you and DSR Strategies with respect to our services and content, and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and us. This agreement may not be modified except in writing signed by both parties.

13. Assignment

You may not assign this agreement without our prior written consent. We may assign this agreement without your consent to any successor or assignee of our business.

14. Waiver

No waiver by either party of any breach or default under this agreement shall be deemed to be a waiver of any preceding or subsequent breach or default.

15. Severability

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. In such cases, the parties shall use their best efforts to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of this agreement.

16. Notices

Any notices or other communications required or permitted under this agreement shall be in writing and shall be deemed given when delivered personally, sent by facsimile or email, or mailed by registered or certified mail, postage prepaid, to the address of the party to be notified as set forth in this agreement or as otherwise designated by such party in writing.

17. Outsourcing

Our company reserves the right to outsource certain services to third-party contractors or freelancers. By agreeing to these terms, you acknowledge and agree that our company may use the services of these third-party contractors or freelancers to provide certain aspects of the services to you. We will ensure that any third-party contractors or freelancers utilized in the provision of the services to you will be subject to the same confidentiality obligations as our company and will comply with all applicable laws and regulations.

17. Force Majeure

DSR Strategies shall not be liable for any delay or failure to perform any obligation under this agreement where the delay or failure results from any cause beyond our reasonable control, including but not limited to acts of God, natural disasters, terrorist attacks, or labor disputes.

18. Headings

The headings in this agreement are for convenience only and shall not affect the interpretation of this agreement.

19. Survival

The provisions of this agreement that by their nature are intended to survive the termination or expiration of this agreement shall survive and remain in effect after such termination or expiration.

20. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Contact Information

If you have any questions about this agreement or our services, please contact us at the following email address: info@dsrstrategies.com.

By using our services, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this agreement. This agreement constitutes a legally binding contract between you and DSR Strategies.