

Surf Cat Marketing - Terms of Service

Updated April 23, 2022

Surf Cat Marketing provides marketing services for businesses. These Terms of Service (the "Agreement") sets forth the Service being purchased by the client who accepts the terms of service of the Agreement ("you", "your" or "Client"), the costs for such Service, and any other relevant details.

1. Details of Services: The Service includes, but not limited to, the development of a locally optimized business website, social media management, reputation management, online business listings management, analytics dashboard, and general online local marketing services (collectivity, Big Kahuna Marketing Platform) . Unless Client purchases a multi-location subscription, Services shall correspond to one unique geographic location, which shall be designated and agreed-upon during the sign-up process. Services for separate locations will increase fees payable by Client hereunder. Specifics to service package selection and details will be noted on the Package Descriptions section on page 3. If client purchases a multi-location subscription, one business website will be included and 3 email accounts associated with websites domain name (web address). Additional email accounts may be purchased at \$5.00 per month per 10 email accounts.

2. Price and Payment

2.1 Billing Subscriptions: There are three options regarding billing subscriptions; Monthly, Quarterly, and Annually. The applicable billing subscription option will be chosen by Client upon signup. Renewal of the subscription is subject to the terms of Section 3 (Term and Termination) below.

2.2 Payment of Services: All payments are due in correlation to the effective date and billing cycle chosen. Example, if the client chooses a quarterly billing cycle with an effective date of January 15th 2021 payment is due every quarter (every 3 months) on the 15th of the month. When you sign up, you agree to pay the subscription amount shown on the website checkout page. Client will pay for all amounts payable under this Agreement either by credit card, by electronic debit from your bank account (ACH), or such other form of payment as Surf Cat Marketing may, in its sole discretion and with prior approval, permit (included but not limited to payment by check). You will be required to agree to the applicable payment authorization form(s). Payment, as identified upon sign up, is due in accordance with Client's billing subscription plan. Any and all late payments will incur an administration/late payment fee at the rate of \$25.00 or 5%, whichever is higher on the outstanding balance per month until payment. Failed check/ACH payments that result in a decline/NSF will incur a \$25.00 fee.

2.3 Disputed Charges: Billing disputes must be emailed to billing@surfcatsmarketing.com within fifteen (15) days of applicable billing date or are deemed waived. Disputes shall be considered in the order received and are subject to determination in the sole judgment of Surf Cat Marketing. If a valid, settled transaction is disputed through the processing bank as a "chargeback" and thus the transaction is reversed, the amount of the transaction will be rebilled AND a \$25.00 processing fee will be applied. Please take care not to dispute valid transactions.

3. Term & Termination:

3.1 Term: This Agreement will take effect as of the date you sign up for a subscription “effective date” and continue until terminated by either party. Client shall not in any event be entitled to any refund of any payments previously paid to Surf Cat Marketing for services, in other words if you decide to stop using your subscription early during your subscription term – no refunds.

3.2 Auto Renewal: **SURF CAT MARKETING WILL AUTOMATICALLY RENEW EACH OF YOUR SERVICE SUBSCRIPTIONS AND CHARGE YOUR CREDIT CARD / PREFERRED PAYMENT ON FILE AT THE BEGINNING OF EACH SUBSCRIPTION RENEWAL PERIOD, SO LONG AS YOUR SUBSCRIPTION HAS NOT BEEN CANCELLED.** The automatic charge to your credit card / preferred payment method on file will occur at the commencement of each subscription renewal. You acknowledge that the amount billed each Billing Period may vary for reasons such as promotional rates no longer being applied, changes in your subscription (for example, changes in the number of your locations under your subscription), or other reasons; and you authorize us to charge your credit card / preferred payment on file for such varying amounts.

3.3 Notice of Non-Renewal: Client has the right to terminate these Terms of Service, by written communication via e-mail at billing@surfcatmarketing.com no less than 30 days prior to client's next billing cycle. Termination must be confirmed with our billing department by phone at 714-253-7483 during our regular business hours, Monday through Friday from 9:00 AM to 6:00 PM Pacific Time, excluding U.S. national holidays. In the case client fails to notify Surf Cat Marketing of their intent to cancel within this time, the client is responsible for the payment of services rendered for that Renewal Term.

3.4 Suspension for Non-Payment: We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any portion or all of the Service five (5) days after such notice. If your Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Service, in addition to any past due balances.

By clicking a box or link indicating your acceptance, you agree to the terms of service of this agreement.

Surf Cat Marketing – Package Descriptions (General and Food)

Service Packages

Specifics	Big Kahuna - Standard	Big Kahuna PRO	Kahuna Standard for Restaurants	Kahuna PRO for Restaurants
5 Page Custom Mobile Friendly Website	√	√	√	√
Optimized for Local Search	√	√	√	√
Big Kahuna Marketing Platform	Basic	√	√	√
Digital Presence Management – Google, Yelp, Bing + 67 others	√	√	√	√
Social Media Management		√		√
Social Media Posts – 3x per week		√		√
Reputation Management		√		√
Digital Menu Management/Sync			√	√
SMS Engagement				√
Dedicated Marketing Manager		√	√	√
Contact Center Support	Standard	Premier	Premier	Premier

*All clients will receive 15% off printing services at BWDPrintSolutions.com retail pricing.

By clicking a box or link, client has read and understands what each package above entails.