

LOCAL SEARCH TITAN, LLC'S DISCLAIMER, TERMS OF SERVICE AND PRIVACY STATEMENT

Thank You for choosing Local Search Titan, LLC, for Your online marketing and web design needs. Please read the following Terms of Service carefully; they govern all transactions between Local Search Titan, LLC and its Clients. These Terms of Service may change at any time. If You have questions, please contact Local Search Titan, LLC at the address, email address, or telephone number below.

TERMS AND CONDITIONS

1. Titan Dental

Local Search Titan, LLC (hereafter “LST”) offers its web design and marketing services **exclusively** subject to these Terms and Conditions. Unless otherwise stated, the term “LST” includes employees of LST as well as agents, contractors, and third parties whose services or products are part of LST’s services and products. By using LST’s sites, services, products, or materials, You agree to be bound to these Terms and Conditions unless and only to the extent they may be modified in a writing signed by both You and LST.

2. Clients

All references to “You,” or “Client” mean the purchasers of LST services and products; anyone who has signed a Purchase Agreement or Payment Agreement with LST, as well as any individual authorized by the Client to conduct business with LST on the Client’s behalf (an “Authorized User”). A Client may designate an Authorized User in writing or by instructing LST to allow an individual to access that Client’s account or otherwise make decisions regarding design, services, or billing. Unless expressly revoked in writing by the Client, an Authorized User has the authority to renew contracts, contract for new services, order changes, or otherwise access or control a Client’s account with LST. LST is entitled to rely on the written or oral representations of an Authorized User in the performance of its contracted services.

3. LST’s Services and Products

These Terms and Conditions govern the process of creating and maintaining Your website, including the design, static and video imagery, written content, and other marketing materials and services. You have certain rights and obligations based on these Terms and Conditions, so please review them carefully. References to a “website” or “Your site” include any website designed for You by LST, as well as all associated domains, content, social media content, blog posts, video, static imagery, analytics, third party services, advertising, and any other design,

engineering, maintenance, or marketing services provided to You by LST.

1. Timelines – LST will design, build, and launch Your website according to the design and implementation schedule set forth in Your Purchase Agreement. If no design and implementation schedule is set forth in Your Purchase Agreement, the following schedule will apply, with times listed from the day Your Purchase Agreement is effective (Your “Sale Date”):
 - o 10 Days After Sale Date – Initial Design Consult Completed
 - o 15 Days After Sale Date – Content Consultation Completed
 - o 20 Days After Sale Date – Design Approval Received from Client
 - o 25 Days After Sale Date – Content Completion
 - o 30 Days After Sale Date – Theme Completion
 - o 35 Days After Sale Date – Soft Launch of Website
 - o 45 Days After Sale Date – Domain Goes Live
2. The timelines above may be altered based on the complexity of the website, delays for custom graphic or video production, Client alterations or delays, nonpayment, or circumstances not foreseeable by LST or beyond LST’s control. Though LST will make its best efforts to complete Your website on time, and work to make things right according to our Satisfaction Guarantee, LST bears no liability for such delays, and has no obligation to provide any compensation in the event they happen.
3. Client Alterations and Delays – If a Client elects to make alterations to existing content or design which has previously been approved, LST reserves the right to charge any costs incurred for the alterations to the Client’s account. If a Client causes a delay in production through action or inaction, LST reserves the right to revise the timelines, move forward with production without Client consent, or take other action to ensure that LST’s obligations are met.
4. Content, Design, and Other Services

LST offers a variety of products and services. LST may add new products at any time, or may cease to offer certain products. LST makes no guarantee that any particular product will be available beyond the term for which such a service has been contracted. Limitations on specific categories of products and services are set forth below.

1. Written Content and Placement – Unless otherwise agreed in writing, LST will create up to 5000 words of custom written content for Your website based on the information You provide to LST. LST will also include standardized content describing various services or procedures offered by You. This service does not include blog posts. If You do not purchase the Written Content and Placement service, You must provide Your own written content. LST is not responsible for typographical or factual errors in any content You produce, nor in any content or information You may provide to LST. All content submitted to LST must be submitted in the formats requested by LST and received by LST in a timely manner. LST is not responsible to ensure that content created or provided by You complies with all applicable laws, including copyright and libel laws. LST reserves the right to reject any content which, in LST’s sole discretion, LST deems to be offensive, abusive, inappropriate, libelous, false, or a breach of any reserved rights,

including copyrighted or trademarked materials.

2. Social Media Graphics and Posts – LST will create graphics and posts for social media sites based on and consistent with the design of Your website. You may request changes or redesign work for Social Media Graphics and Posts one time at no additional cost. LST reserves the right to charge for any additional redesign work beyond the initial design and a first redesign. LST reserves the right to utilize templated or stock social media posts.
3. Stock Media – LST owns or licenses a large library of stock video and imagery. You agree that LST may utilize stock videos and imagery in creating Your website and any related content, and that LST may purchase additional video or imagery as necessary to complete Your website, but LST is not obligated to do so. You agree that any additional video or imagery purchased at Your request or on Your behalf belongs to or is licensed to LST, as applicable, even if purchased at Your expense. You agree that You will make no claim of ownership or copyright of any stock video or imagery regardless of the source.
4. Custom Media – LST will produce, or cause to be produced, additional video or static imagery exclusively for use on Your website unless otherwise agreed to in writing (“Custom Media”). Production of Custom Media requires a high degree of coordination between You and LST’s custom media team. If You purchase this service, You agree that You will make all reasonable efforts to ensure that Your personnel, facilities, equipment, and any patients (if applicable) are made available for filming and production according to the schedule set forth by LST. You agree to secure all necessary releases from personnel, patients, and any owner or manager of the facilities in which filming is to occur in a form acceptable to LST. You agree that LST has no obligation to perform any production of Custom Media without the releases specified above and without the execution of a production agreement in a form acceptable to LST. You agree to indemnify and hold LST harmless for any claim arising from filming at Your facilities, and from any claim arising from filming or utilizing the voice or likeness of any individual not directly hired by LST to appear in Your Custom Media. You agree that LST holds all title and copyright to any Custom Media produced, and LST is under no obligation to relinquish any media or rights upon termination of services or at any other time.
5. Customer-Submitted Content – All content submitted to LST must be submitted in the formats requested by LST and received by LST in a timely manner. LST is not responsible to ensure that content created or provided by You complies with all applicable laws, including copyright and libel laws. LST reserves the right to reject any content which, in LST’s sole discretion, LST deems to be offensive, abusive, inappropriate, libelous, false, or a breach of any reserved rights, including copyrighted or trademarked materials. You agree to indemnify and hold LST harmless for any claim arising from the publication or use on Your site of any written material, video, audio, or static imagery provided by You.
6. Internet Marketing Guarantee – If Your Payment Agreement includes the Internet Marketing Guarantee, You are entitled to all the provisions of LST’s Satisfaction Guarantee, as well as the following provisions, after Your first 12 payments have been received, and subject to the conditions set forth below:
 1. If You are not satisfied with the number of phone inquiries and appointment

requests generated by Your site, You must notify LST in writing that You want to exercise Your Internet Marketing Guarantee.

2. Once Your Internet Marketing Guarantee Request has been received, LST will begin an evaluation period of up to 90 days (usually less) during which it will gather data regarding website traffic and the phone inquiries and appointment requests generated from that traffic.
 - To exercise Your Internet Marketing Guarantee, You must allow LST to install a tracking phone number on Your website to collect call data, and You must utilize LST's online appointment request features, including the "request an appointment" button.
 1. LST may in its sole discretion waive Your Monthly Payment during the evaluation period.
 2. If, after the evaluation period, LST in its sole discretion agrees that the level of traffic and the number of phone inquiries and appointment requests is not satisfactory, LST will at its cost work to optimize the design, content, and optimization of Your website to increase traffic, phone inquiries, and appointment request, and will waive Your Monthly Payment for up to 90 days while optimization work continues. At no time during the evaluation or optimization periods will Your Monthly Payments be waived for more than 90 days total.
 3. LST is under no obligation to perform evaluation or optimization work under this Internet Marketing Guarantee, nor to waive any payment, if any of the following conditions arise:
 1. You do not authorize LST to install a tracking phone number to evaluate the number of phone inquiries.
 2. You have not answered at least 90% of the tracked phone calls that LST generated for you over the period of the agreement.
 3. You do not utilize LST's "request an appointment" button or other appointment request features on Your site, or You utilize appointment request features from any other provider.
 4. You do not allow LST full design, creative, and content control over Your website for optimization.
 5. You move Your website to a host other than LST's servers.
 6. You redirect Your primary marketing domain away from LST's servers or allow it to expire.
 7. You allow anyone other than LST to make changes to Your website.
 8. You have a pre-existing or additional website competing against the website LST has built for You.
 9. You have a late, returned, or defaulted payment or other outstanding balance on Your account which has gone unpaid for more than 30 days.
 10. You take any other action which would undermine or nullify the effect of Your website in generating web traffic to Your site, phone inquiries, and appointment requests.
5. Hosting

Websites hosted on LST's servers are guaranteed to have less than 24 hours of downtime in any given year. Unless otherwise specified in writing, Client websites are hosted on LST servers.

LST is under no obligation to provide website files, design, or content if a contract for the

website is terminated, or the website is relocated to a different host. LST makes no representations or guarantees that Your site will function properly if relocated to a different host, and LST is not liable for any downtime, errors, security issues, or other failures or damages arising from Your decision to relocate a website to another host. LST retains the right to assess reasonable fees for any transfer of a domain name to a host other than LST.

6. Payment

LST will bill You monthly for Your website in the amount listed on Your Sales or Payment Agreement. As most of the design and engineering work on Your site occurs before the site ever goes live, LST requires an annual contract before beginning work on Your site. Unless otherwise specified in Your Sales or Payment Agreement, billing begins 60 days from Your original Sale Date or on the date Your website goes live, whichever is earlier. For renewal contracts, billing begins immediately upon renewal unless otherwise specified.

1. Annual Contracts – Contracts for Your website have a term of 14 months from Your Sale Date, unless a longer term is specified in Your Sales or Payment Agreement. After the initial term of Your agreement, LST will provide services on a month-to-month basis unless and until any of the services for which You have contracted change. Any change to Your services thereafter will automatically renew Your agreement with LST for an additional year unless a different term, or no term at all, is specified in Your renewal.
2. Monthly Payments – Payments are due each month on the day specified in Your Sales or Payment Agreement. If no day is specified, payments are due on the 1st day of each month and are late if not received by the 10th day after the payment is due. Late payments will bear interest at a rate of 1.5% per month until paid.
3. Checks and Returned Check Fees – Payments made by check must be received by the due date. Checks should be made payable to “Local Search Titan, LLC,” and should be mailed directly to LST at the address below. Returned checks are subject to a returned check charge of \$20 or the maximum charge allowable by Utah law, if that is greater.
4. Automated Payments – LST offers automated monthly payments by credit card, debit card, or electronic check (ACH). By providing credit card, debit card, or electronic check information, You authorize LST to utilize that information for automated payments each month until Your account information changes or You notify LST in writing to utilize a different payment method. Automated payments are debited from the account specified by You monthly on the date Your payment is due. You must notify LST of any changes to the account from which Your payment is debited no less than 10 business days prior to the date Your payment is due. You agree to ensure LST has current and valid account information, and that sufficient credit or funds are available to cover all automated payments. If an automated payment is returned or denied, You must submit payment in full within 10 business days to avoid Your website being suspended. If You agree to automated payments for any third-party services, LST will also charge payment for those services to Your account monthly on Your payment date. Any automated payments to third parties for utilities or services for Your website are non-refundable. Automated payments for third party services can be cancelled or changed only with 30 days’ notice.
5. Default – If You fail to make any payment within 10 days of the payment date, Your

account will be in default. LST reserves the right to suspend and make unavailable any website associated with an account in default. If Your account continues in default for 30 days, LST reserves the right to declare You in breach of Your Sales or Payment Agreement, and the entire amount owing under such an Agreement will become due and payable immediately. Any amounts in default will bear interest at a rate of 1.5% per month, and payments made on delinquent balances will be applied to the oldest balances first. If Your account continues to be in default, You agree that LST may institute collections proceedings against You, and that all fees and costs of collection, including attorney fees, court costs, credit reporting, service of process, investigative costs, or other costs, will be assessed against You. Additionally, LST is entitled to collect the reasonable costs of any promotional items previously provided to You. Your credit may be negatively affected if collections proceedings are instituted against You.

6. Authorized Account Users -- Unless expressly revoked in writing by the Client, an Authorized User has the authority to renew contracts, contract for new services, order changes, or otherwise access or control a Client's account with LST. This includes changing or updating automated payment information, authorizing third party automated payments, or any other service which may incur additional charges to You. LST is entitled to rely on the written or oral representations of an Authorized User in the performance of its contracted services, and You agree to indemnify and hold LST harmless for any actions taken by an Authorized User.
7. Termination

LST reserves the right to terminate any Sales or Payment Agreement at any time if Your account is in default, or for violation of any provision of the Sales or Payment Agreement, these Terms of Service, or for any other reason or no reason at all. In the event of a termination, LST retains all right and title, including any applicable copyright, to the designs, content, media, and all other components of Your website.

8. Data Security

LST takes commercially reasonable steps to ensure that any electronic information and communications are secure. No system is foolproof. Databases, communications, and services are susceptible to errors, tampering, and hacking. LST makes no guarantee or warranty against such occurrences. By utilizing LST's services and Your website, You agree to hold LST harmless for any breach of data security caused by electronic or human error, force majeure, weather or other natural phenomena, computer hacking or break-ins, tampering, equipment failure, or any other cause not directly within the control of LST.

9. Privacy

While designing, creating, and servicing Your website, and in collecting payment for such services, LST may collect personally identifiable information regarding You, Your business or practice, and Your clientele. Such information may include credit card or other bank account numbers, names, addresses, telephone numbers, email addresses, social media profiles, website URLs, account passwords, or other information which could be used to identify You or a third

party (“Personal Information”). With the exceptions set forth herein, LST does not use or share Your Personal Information, and safeguards it with industry-standard data security, including encryption technologies and protocols, from access by LST employees and third parties without a need to know such Personal Information.

1. Permitted Uses of Private Information – You agree that LST may access and utilize Your Private Information for the following purposes:
 1. Provision of LST Services – You agree that Personal Information may be used by LST, its employees, contractors, and vendors to the extent necessary to design, publish, and maintain Your website and otherwise provide the services for which LST has been engaged. You release LST from any liability arising from the disclosure of Personal Information by any vendor or other third party.
 2. Marketing of LST’s Business – You agree that Your name, publicly available social media profiles, website URLs, website design and content, prior website designs, and draft designs, may be utilized by LST in its efforts to market LST’s services to other clients and the general public.
- Billing, Collections, and Account Maintenance – You agree that any Personal Information collected by LST may be utilized for billing, collections, or other maintenance of Your account.
1. As Required by Law or Other Compulsory Process – Personal Information may be disclosed as required by a court order or other compulsory legal process.
1. HIPAA Compliance – Some Personal Information may constitute Personal Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Insofar as LST receives and is aware that such data constitutes Personal Health Information, LST will take all necessary steps to ensure that its treatment of such data is in compliance with LST’s obligations as a Business Associate under HIPAA and other applicable law.

10. Indemnity

You agree to indemnify and hold LST harmless from any claim arising from the use of Your website by all third parties, including any action for libel or defamation, products or premises liability, malpractice, false advertising, or any other claim.

11. Satisfaction Guarantee

LST cannot guarantee the performance outcomes of any website or service, but we can guarantee we will continue to refine and revise Your website until You are satisfied with it. If, during the term of Your contract You are not satisfied with the design, layout, or functionality of Your site, LST will continue to provide design, layout, and functionality changes until You are satisfied.

12. Good Faith

LST has worked hard to develop a reputation for excellent customer service and high-quality products. If You have an issue with Your site, the customer service You have received, billing, or any other aspect of Your interactions with LST, You agree to contact us and give us a

legitimate opportunity to make things right before cancelling Your account or leaving negative online reviews.

13. Miscellaneous

1. Situs, Governing Law, and Jurisdiction – You agree that Your transactions with LST have their situs in the State of Utah. These Terms and Conditions and Your Payment or Purchase Agreement are governed by and must be construed according to the laws of the State of Utah, without regard to its conflict of laws provisions. In any action brought to enforce or construe any provision of these Terms and Conditions or any Agreement, You agree that jurisdiction lies exclusively with the applicable State courts located in Utah County, Utah, or Federal courts located in Salt Lake County, Utah.
2. Force Majeure – You agree that LST cannot be held liable for delays, damages, outages, or other interruptions in service, loss of data, or other casualty arising from natural disasters, acts of war, civil unrest, terrorism, acts of God, or other general circumstances beyond LST’s control.
3. Severability – If any provision of these Terms and Conditions or Your Purchase or Payment Agreement is held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions will continue in full force and effect.
4. Attorney Fees – In any action brought to enforce or construe any provision of these Terms and Conditions, or Your Purchase or Payment Agreement, the prevailing party will be entitled to their reasonable attorney fees and costs, including any collection costs.

Local Search Titan, LLC
9176 South 300 West, Suite 12
Sandy, UT 84070
[360-450-3144](tel:360-450-3144)
localsearchtitan.com
sales@localsearchtitan.com