

Terms of Service

Last Updated: June 29, 2026

1. Agreement to Terms

By accessing or using the Triad Search Marketing ("TSM", "we", "us") website and services, you agree to be bound by these Terms of Service, our Privacy Policy, our Cookie Policy, and all applicable laws and regulations. These Terms, together with the Privacy Policy and Cookie Policy (collectively, the "Legal Documents"), are incorporated by reference into every service agreement, statement of work, or contract you sign with TSM. If you do not agree with any of these terms or policies, you may not use or access our services.

2. Services Description

Triad Search Marketing provides digital marketing services including but not limited to SEO, paid advertising, website design, conversion optimization, and marketing automation. Specific services, deliverables, timelines, and pricing will be outlined in individual service agreements or statements of work.

3. Order of Precedence

In the event of any conflict between documents, the following order of precedence controls: (1) the signed Order Form or Service Agreement (including any exhibits attached to it), (2) these Terms of Service, and (3) any other ancillary documents incorporated by reference.

4. Client Responsibilities

As a client, you agree to:

- Provide accurate and complete information about your business
- Respond to requests for information, approvals, and feedback within five (5) business days for routine items and within ten (10) business days for strategic or material decisions
- Provide access to necessary accounts, platforms, and assets
- Review and approve deliverables within agreed-upon timeframes
- Make payments according to the agreed schedule
- Comply with all applicable laws and regulations in your marketing activities

Delays caused by missed response windows shift project timelines accordingly and do not reduce, defer, or offset fees owed for the affected billing period.

5. Payment Terms

Payment terms will be specified in your service agreement. Services are billed monthly in advance unless otherwise stated. Setup fees and one-time project fees are non-refundable once work has commenced; upon termination, the client will be invoiced or credited on a pro-rata basis for work performed through the termination effective date. Invoices not paid within fifteen (15) days of the due date are subject to a late fee equal to the greater of \$35 or five percent (5%) of the past-due balance, plus interest at the lesser of 1.5% per month or the maximum rate permitted by North Carolina

law. Late payments may also result in service suspension or termination. In any action to collect amounts owed, the prevailing party is entitled to recover its reasonable attorney's fees and collection costs to the extent permitted by N.C.G.S. § 6-21.2 and other applicable law.

6. Third-Party Platform Fees and Ad Spend

Fees paid to third-party platforms (Google Ads, Meta, Microsoft Advertising, hosting providers, software subscriptions, premium tools, etc.) are the client's direct financial obligation, are billed by the applicable platform, are non-refundable through TSM, and are not included in any TSM management retainer unless explicitly itemized in the service agreement. The client is responsible for maintaining a valid payment method on each platform. If a third-party platform increases its prices, fees, or required minimums during the term, TSM may pass through such changes to the client with at least thirty (30) days written notice, or sooner if the platform implements the change with shorter notice.

7. Service Level and Performance Disclaimer

In plain English: we work hard on your results, but no honest agency can guarantee specific rankings, leads, or revenue. Here is why.

TSM uses industry best practices and makes commercially reasonable efforts to achieve agreed-upon goals. TSM does not and cannot guarantee specific outcomes including but not limited to search rankings, organic or paid traffic levels, lead volume, cost per lead, conversion rates, revenue, or specific timelines. Marketing results depend on factors outside TSM's control, including search engine and platform algorithm changes, competitor activity, market conditions, the client's offer and pricing, the client's sales follow-up, and the client's website and conversion infrastructure.

8. Intellectual Property

All content, strategies, methodologies, frameworks, templates, tools, and pre-existing materials owned or developed by TSM remain TSM's intellectual property. Upon full payment of all amounts due, the client receives a perpetual, non-exclusive, royalty-free license to use the specific deliverables created for the client's business (e.g., website design, copy, ad creative). TSM retains the right to reuse general know-how, methodologies, and non-confidential learnings in other engagements.

9. Client-Provided Content Warranty

The client represents and warrants that all content, logos, images, video, copy, data, and other materials the client provides to TSM are owned by the client or properly licensed for the intended use. The client agrees to indemnify, defend, and hold TSM harmless from any claim, loss, damage, or expense (including reasonable attorney's fees) arising from client-provided materials, including claims of copyright, trademark, right of publicity, or privacy infringement.

10. Client Marketing Compliance Warranty

The client represents and warrants that any contact lists, email addresses, phone numbers, or audience data the client provides to TSM, or instructs TSM to use, have been collected and are maintained in full compliance with applicable law, including the CAN-SPAM Act, the Telephone Consumer Protection Act (TCPA), state telemarketing and "do not call" laws, the North Carolina Telephone Solicitation Act, and applicable privacy laws. The client is solely responsible for obtaining and documenting all required consents (including prior express written consent for SMS and automated calls where required) and for honoring unsubscribe and opt-out requests. The indemnification obligations in Section 18 apply in full to any breach of this section.

11. Account Ownership and Data

The client is and remains the owner of its marketing accounts, including but not limited to Google Business Profile, Google Ads, Google Analytics, Search Console, Meta Business Manager, and CRM accounts. The client grants TSM a limited license to access these accounts solely to perform the services. Upon termination, TSM will revoke its access and reasonably cooperate in the transfer of account administration within fourteen (14) days, provided all outstanding balances are paid.

12. Data Security and Breach Notification

TSM maintains commercially reasonable administrative, technical, and physical safeguards designed to protect client data in TSM's possession, including access controls, encrypted credential storage, and least-privilege access for personnel. In the event TSM confirms a security breach that affects the client's confidential information or personal information of identifiable individuals provided by the client, TSM will notify the client without undue delay and in any event within seventy-two (72) hours of confirmation, and will reasonably cooperate in the client's investigation and response. The client is solely responsible for any notifications it is required to make to its own customers, employees, or regulators, including any obligations under the North Carolina Identity Theft Protection Act (N.C.G.S. § 75-65) and analogous laws.

13. Privacy and Data Processing

Each party will comply with the privacy and data protection laws applicable to it, including the California Consumer Privacy Act (CCPA/CPRA), the EU/UK General Data Protection Regulation (GDPR), and other applicable state privacy laws, where relevant to the services. To the extent TSM processes personal information on the client's behalf, the parties will execute a Data Processing Addendum (DPA), which TSM will provide on request. The client is the controller (or business) for personal information collected through its websites and marketing programs, and TSM acts as a processor (or service provider) with respect to that information.

14. Confidentiality

Each party agrees to maintain the confidentiality of the other party's proprietary information disclosed during the engagement and to use it only for purposes of performing under the agreement. Confidentiality obligations survive termination of the agreement for a period of three (3) years. Information that is public, independently developed, or rightfully received from a third party without obligation of confidence is excluded.

15. Portfolio and Case Study Rights

Unless the client opts out in writing, the client grants TSM the right to reference the client's name, logo, and aggregated or anonymized performance results in TSM's marketing materials, website, case studies, and proposals, both during and after the engagement. TSM will not disclose confidential business information without consent. To opt out, email legal@triadsearchmarketing.com with the subject line "Portfolio Opt-Out" at any time; opt-out is effective on receipt and applies on a going-forward basis.

16. Contract Duration, Renewal, and Termination

Service agreements may include an initial minimum commitment period as specified in the service agreement. After any initial term, the agreement renews automatically month-to-month. Either party may cancel the agreement for

convenience by providing a minimum of thirty (30) days written notice prior to the next billing cycle. The client remains responsible for all fees owed through the end of the notice period and for any third-party platform fees incurred during that period. All amounts paid for services already rendered are non-refundable, and ad spend paid directly to Google, Meta, or other platforms is non-refundable through TSM. All outstanding balances must be paid in full upon termination.

Termination for cause. Either party may terminate the agreement immediately upon written notice if the other party commits a material breach and fails to cure that breach within fifteen (15) days after receiving written notice describing the breach. Non-payment of any undisputed invoice for more than fifteen (15) days past the due date is deemed a material breach.

17. Non-Solicitation

During the engagement and for twelve (12) months after termination, the client agrees not to directly or indirectly solicit, hire, or engage as a contractor any employee or contractor of TSM with whom the client interacted during the prior twelve (12) months, without TSM's prior written consent. The parties acknowledge that TSM's actual damages from a breach of this section (including recruiting, training, knowledge-transfer, lost-productivity, and client-continuity costs) are difficult to ascertain with precision. Accordingly, if the client breaches this section, the client agrees to pay TSM, as liquidated damages and not as a penalty, a placement fee equal to the greater of (a) \$25,000 or (b) thirty percent (30%) of the individual's first-year base compensation, which the parties agree is a reasonable estimate of TSM's losses.

18. Indemnification

The client agrees to indemnify, defend, and hold TSM, its officers, employees, and contractors harmless from any claims, damages, liabilities, losses, or expenses (including reasonable attorney's fees) arising from: (a) the client's use of the services; (b) the client's products, services, or business operations; (c) the client's violation of these Terms; (d) the client's violation of any law or third-party right; (e) client-provided content as described in Section 9; or (f) the client's breach of the marketing compliance warranty in Section 10.

19. Force Majeure

Neither party will be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, civil unrest, government action, internet or telecommunications failures, major search engine or advertising platform algorithm changes, platform outages, account suspensions imposed by third parties, or supplier failures. The affected party will use reasonable efforts to resume performance promptly.

20. Chargebacks and Disputed Charges

The client agrees to contact TSM in writing and attempt good-faith resolution before initiating any payment dispute, chargeback, or reversal with a credit card issuer, bank, or payment processor. Initiating a chargeback without first attempting resolution is a material breach of this agreement. The client agrees to reimburse TSM for any chargeback fees, bank fees, and reasonable collection costs (including attorney's fees) incurred in recovering disputed amounts that are ultimately determined to be owed.

21. Dispute Resolution

The parties will first attempt to resolve any dispute through good-faith negotiation. If unresolved within thirty (30) days, the dispute will be submitted to non-binding mediation in Greensboro, North Carolina, with the parties sharing the mediator's fees equally. If mediation fails, the dispute will be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, held in Greensboro, North Carolina, before a single arbitrator. Each party will bear its own attorney's fees and costs in arbitration, and the parties will share the arbitrator's fees and AAA administrative fees equally, except that the arbitrator may award fees and costs to the prevailing party as permitted by applicable law. Judgment on the award may be entered in any court of competent jurisdiction.

22. Governing Law and Venue

These Terms of Service and any related agreement are governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. Subject to Section 21, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in Guilford County, North Carolina.

23. General Provisions

- Entire agreement: These Terms, together with our Privacy Policy and Cookie Policy and any executed service agreement, constitute the entire agreement between the parties and supersede all prior discussions, proposals, and agreements.
- Severability: If any provision is held unenforceable, the remaining provisions remain in full force and effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.
- No waiver: Failure to enforce any provision is not a waiver of the right to enforce it later.
- Assignment: The client may not assign the agreement without TSM's prior written consent. TSM may assign the agreement in connection with a merger, acquisition, or sale of substantially all of its assets.
- Independent contractors: The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.
- Electronic signatures and counterparts: Consistent with the North Carolina Uniform Electronic Transactions Act (N.C.G.S. Chapter 66, Article 40), these Terms and any related agreement may be executed electronically (including by DocuSign or similar service) and in counterparts, each of which is deemed an original and which together form one instrument.
- Notices: Written notices must be sent by email to legal@triadsearchmarketing.com (for TSM) and to the client's primary contact email on file, with delivery confirmed, or by certified mail to Triad Search Marketing, 111 W. Lewis St., Greensboro, NC 27406.
- Survival: Sections that by their nature should survive termination (including Sections 8, 9, 10, 13, 14, 15, 17, 18, 19, 20, 21, 22, and 23) will survive.

24. Annual Service Fee Adjustment

TSM reserves the right to increase service fees by up to ten percent (10%) per year, effective January 1 of each calendar year. Clients will receive written notice of any such increase by December 1 of the preceding year. If the client does not wish to accept the adjusted fees, the client may either (a) request a custom pricing proposal from TSM by submitting the Custom Pricing Negotiation Request form (or providing equivalent written notice) within fifteen (15) days of

receiving the fee increase notice, or (b) terminate the agreement by providing thirty (30) days written notice prior to the effective date of the increase. If the client requests a custom pricing proposal, TSM will use commercially reasonable efforts to provide alternative pricing or service scope options within fifteen (15) days. If the parties do not reach agreement on revised terms by December 20 of the preceding year, the original fee increase will apply unless the client exercises its termination right under option (b).

25. Changes to Terms

TSM may modify these Terms of Service from time to time. Material changes will be communicated to active clients by email at least thirty (30) days before they take effect. If the client objects to a material change in writing during that thirty (30) day notice period, the prior version of the Terms will continue to apply to the client until the end of the then-current renewal term, after which the updated Terms will apply or the client may terminate under Section 16. Continued use of the services after the effective date of an unobjected-to change constitutes acceptance of the updated Terms.

26. Contact

For questions about these Terms of Service, please contact us at:

Triad Search Marketing

111 W. Lewis St., Greensboro, NC 27406

Email: legal@triadsearchmarketing.com