



## Read Tomato™ Content Marketing Terms and Conditions.

Policy Last Updated: 6/12/2023

The following Terms and Conditions govern the use of all content marketing products and services (including, but not limited to, website content writing, blogging, and videos) provided by Real Estate Tomato™ (RET) and/or ReadTomato™.

RET reserves the right to modify these Terms at any time, and any such changes shall become effective immediately upon providing notice to the User. Notice may be given through email, a posting on the User's website dashboard, or a login alert. Users agree to review the Site periodically for updates to these Terms. Continued use of the Site, Services, Products, or Platform following policy changes constitutes acceptance of the revised terms and conditions. Clients with questions or concerns regarding the terms of using Real Estate Tomato's products and services are encouraged to contact RET directly for clarification.

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### 1.0 Content Selection and Creation Guarantee.

RT guarantees that every piece of written content created on behalf of Client will be original and relevant to the previously created Customer Persona (CP) of Client. All written content will be created to the best abilities of RT to reflect the personality and or business marketing strategies of Client.

### 1.1 Creating New Content.

For every piece of content that RT creates for Client, RT will:

1. Research Topics relevant to the brand proposition, products, services and overall customer experiences of Client.
2. Compose Search Engine Optimization (SEO) ready Topic titles for each piece of content created for Client.
3. Compose each piece of content containing at least 400 words for each selected Topic.
4. Include up to two (2) keywords/keyword phrases per selected piece of content.
5. Include at least one call to action (CTA) that is either topical or SEO focused.
6. Include factual information in each written piece of content relevant to the customer target of Client.
7. Fact check as required, all information selected by Client.
8. Check each piece of content for Artificial Intelligent (AI) generated signatures.
9. Spell, grammar and read-ability check each piece of content created for Client.
10. As needed, select and purchase any relevant and licensed imagery for each piece of content created for Client.

### 1.2 Procuring and Customizing Content Imagery.

RT will source all accompanying imagery for each piece of written content based on the following criteria:

1. Imagery will be based upon selected articles for Client.
2. Be selected from recommended stock-imagery resources.
3. All selected images will be formatted for 800 x 533 pixels in dimension.
4. All selected images will be titled according to the content Topic and SEO requirements.
5. Each image will be formatted to the content layout template approved by Client.



### **1.3 Posting And Managing New Content.**

RT will assume content posting responsibility including:

1. Quality Assure all HTML, content formatting and or links needed to post Client's new content live to any predefined digital locations.
2. Collecting and keeping confidential all access information to Client's WP while managing the posting of new Client content.
3. Selecting and or creating any appropriate category (ies) relevant to Client's new content.
4. Selecting and or creating any appropriate WordPress tags relevant to Client's new content.
5. Ensuring any new content created for Client passes YoastSEO guidelines for SEO and readability of up to two (2) keyword phrases.
6. Scheduling posts to be published weekly (at the same time) with 48 hour notice to publish.
7. Changing post author to Client username.
8. Notifying and then providing Client 48 hours to respond to all new posts scheduled for review.

### **2.0 Content Topic Meeting (CTM).**

Upon contract signing, Client will be given the option to have a pre-scheduled 20-minute monthly Topic meeting with a RT representative. If Client does not require the CTM, RT will independently create, manage and post content and any related Topics related to the needs of Client's new content for the following thirty (30) day period.

### **2.1 Client Accepting the CTM.**

If Client chooses to engage in CTM's: An RT representative will contact Client to set the CTM date and time; Client will provide content feedback, new Topic ideas, confirmation of content goals, confirmation of content keywords/keyword phrases and any content traffic analysis; Client will not be charged by RT for any CTM.

### **2.2 Additional CTM Engagements.**

Client agrees to receive email alerts of new content published on subjects such as: copywriting; content marketing; project improvement announcements; referral programs; testimonials and or case studies; and any tips and or ideas related to any upcoming new Topics and or projects.

### **3.0 RT System Policies.**

In order for RT to deliver on new content delivery obligations, Client is required to adhere to the RT system policies set forth herein.

### **3.1 New Content Topic Approvals And Rejections.**

Client will be given 48 business hours (based upon Pacific Standard Time) to: approve new content Topics; provide a minimum of two (2) alternate Topics to each Topic that is rejected; and provide detailed feedback for rejected Topics. If Client does not respond within 48 business hours, RT is given passive approval to proceed with the original set of created Topics. If Client rejects any Topic within the 48 business hour period without offering specific alternatives or detailed feedback, RT will select an "Evergreen" or forever-relevant piece of content of RT's choosing. Requests for new Topics or feedback other than specific alternative Topics from Client will be applied to the following month's batch of Topics.

### **3.2 Topic Approval Status.**

When a Topic reaches approved status (as defined in section 3.1), the cost of writing that new content becomes the responsibility of Client. If Client cancels the RT service defined in this agreement, Client is still responsible for the cost of the content with approved Topics prior to cancellation. Any requested changes and or feedback for Topics that have already reached the approved status may be subject to additional fees.



### **3.3 Regular Article Revision Requests.**

Once new content has been written, edited, and or optimized, the new content will be scheduled to be published on Client's WP within the following 48 business hours. Client will be notified via email and will have an additional 48 business hours to request text changes and or edits made by RT at no extra charge up to a maximum of two (2) sets of revisions. If Client does not respond within the additional 48 business hours, RT will accept this condition as a passive approval of the new content and the new content will automatically be published to the WP of Client.

### **3.4 Irregular Article Revision Requests.**

Any changes or edits to new content created by RT for Client outside of the additional 48 business hour approval period or beyond the maximum allowed number of revisions will be billed at \$85 USD per hour, with a one (1) hour minimum. Additional fees may apply if Client requests revisions beyond the specified number of allowed revisions.

### **4.0 Content Sourced By Client.**

Client can request that RT revise and publish new content provided by Client. Any content sourced and provided by Client for revision and publishing by RT can be no more than 500 total words in length. RT will revise and publish new content sourced by Client at a rate of \$50 USD per piece of new content.

### **4.1 Quality Assure Client Sourced Content.**

RT will quality assure new content under 500 total words in length from Client. Including new content formatting, optimization, grammar and readability. This does not include additional revisions beyond the conditions of 4.0 Content Sourced By Client. New content exceeding 500 words will receive custom RT quotes based on an hourly rate of \$85 USD. Excessive revisions or editing of content sourced by Client will be subject to additional fees.

### **5.0 A-La-Carte Content.**

Client may request A-La-Carte Content at the new content current rate. RT will accommodate time-sensitive requests and integrate them into Client's timeline. 500-word new content will be researched, written, quality assured, and optimized with up to two (2) sets of revisions included, and a licensed featured image provided.

### **5.1 A-La-Carte Content Delivery.**

A-La-Carte content will be delivered in no less than five (5) business days. Client will be sent for approval a custom RT quote for any A-La-Carte content requiring publication in under five (5) business days. Any revisions or changes requested after the initial delivery may be subject to additional fees.

### **5.2 Client Content Customization.**

RT does not customize new content for Client with any design and or graphic elements of Client's branding and or marketing. This includes, but is not exclusive to design elements such as: custom footers, Client signatures, logo or brand elements, and or custom disclaimers and or URLs. If Client requires that new content be customized, Client may submit a content customization request by emailing [service@realestatetomato.com](mailto:service@realestatetomato.com) with the request subject title "Content Customization Request".

### **6.0 New Content Publishing And Backdating.**

RT's new content delivery goal is to schedule each batch of content on Client's WP for future dates, staggered based on Client's agreed batch count. New content delivery isn't guaranteed to occur on the same day/week of Client's term. In some cases, backdated content may be necessary to maintain the established delivery pace (and content quality). The initial batch of Client content will have a published date set for seven (7) days after Client's first



billing date, with the first piece of content backdated accordingly. Note: Google and other search engines do not penalize backdated newly published content.

### **7.0 Late Content Delivery Policy.**

Late content delivered within ten (10) business days (Pacific Standard Time) of the agreed-upon delivery date, shall not be considered a breach of contract between RT and Client. In the event of a late delivery, the content will be backdated to ensure a consistent posting schedule for Client. RT will make every effort to avoid late content delivery, but in cases where it is unavoidable, this policy will ensure that Client's posting schedule remains consistent and that the relationship between both parties is not adversely affected.

### **8.0 Contract Commitment and Renewal.**

By signing this contract Client accepts responsibility for their full term commitment, regardless of the level of service or satisfaction during this period. Client is obligated to compensate RT for the services as agreed upon in their agreement in accordance with the payment schedule outlined in their contract.

### **8.1 Automatic Contract Renewal.**

Upon completion of the initial commitment period, this agreement will automatically convert to a "month-to-month" agreement, with each term lasting for four (4) weeks or 28 days, and will be billed at the contemporary, standard (non-discounted) advertised rate every four (4) weeks or 28 days. "Month-to-month" agreements are subject to price changes as their pricing is based on the contemporary, standard advertised pricing. Client will be notified of any price changes no less than 30 days before the change goes into effect. Client may choose to sign a new, long term agreement at the end of their original contract term.

### **8.2 Contract Commitment and Renewal Special Notice.**

Client will be made aware of any and all changes to RT content pricing prior to a Client signed and or an automatic renewal of this agreement.

### **9.0 Client Contract Termination.**

If Client chooses to terminate this contract prior to the completion of their initial, agreed commitment period, Client will be in a breach of their agreement and will be subject to the following two (2) penalties:

1. Adjustment of applied discount rate: Upon early termination, the applied discount rate will be adjusted, and Client will be responsible for the difference in cost for the months used calculated as the difference between the full standard price and the applied discounted rate.
2. Early termination fee: An early termination fee equal to the cost of four (4) weeks or 28 days. The full standard pricing will be charged to Client upon early termination. Client shall be responsible for the payment to RT of any outstanding fees or charges for the services provided up to the effective date of termination, including any approved Topics or new content that is in progress at the time of termination.

### **9.1 Contract Termination Grace Period (TGP).**

If Client chooses to discontinue this agreement at any point after the completion of their initial term commitment period, they must provide written notice at least four (4) weeks or 28 days prior to the end of the current four (4) weeks or 28 days term to activate the TGP.

### **9.2 Client Contract Termination Obligations.**

If Client chooses to terminate this agreement prior to the completion of the initial term commitment period, Client will continue to be financially responsible to compensate RT for the cost associated with and or to the creation of contents with approved Topics prior to cancellation. Any unused services, such as unassigned Topics or unpublished content, will not be refunded or credited to Client upon early termination.



### **9.3 Termination Policy.**

RT reserves the right to terminate this agreement at any time and or for any of the following reasons: 1) Non-payment: If Client fails to make timely payments for the services provided, as outlined in the payment terms of this agreement; 2) Breach of contract: If Client breaches any material term or condition of the agreement, and fails to correct said breach within a specified period following receipt of written notice of the breach; 3) Unreasonable demands: If Client repeatedly makes unreasonable demands or requests that are outside the scope of the agreed-upon services, causing undue stress and strain on RT resources; 4) Misrepresentation or fraud: If Client intentionally misrepresents or provides false information related to the nature of Client's business or the purpose for which the content is being created; 5) Incompatibility: If after reasonable attempts to resolve differences, it becomes apparent that the working relationship between Client and RT is not mutually beneficial or productive; 6) Legal or ethical concerns: If RT becomes aware of any legal or ethical issues related to Client's business or the content being requested, which could put RT at risk of liability or reputational harm; and 7) Force Majeure: If unforeseen circumstances beyond the control of RT, such as natural disasters, acts of terrorism, pandemics, or other extraordinary events, prevent RT from fulfilling its contractual obligations. In the event of contract termination, RT and Client will be required to fulfill any outstanding obligations, including compensation for services rendered up to the effective date of termination. RT will provide Client with Written Notice Of Termination, specifying the reasons for termination and the effective date. No minimum notice is required for termination.

### **10.0 Intellectual Property Rights.**

Upon receipt of full payment for the services provided, RT shall transfer and assign to Client all intellectual property rights, including but not limited to copyrights, trademarks, and or any other rights, title, and interest in and to the written content created as part of the services. Client shall have the exclusive right to use, reproduce, distribute, and display the written content without any restrictions or limitations. RT warrants that it is the original creator of the written content and has the authority to transfer such rights to Client. Notwithstanding the foregoing, RT shall have a limited, non-exclusive, royalty-free license to use the written content as examples of its work in its own marketing materials, portfolio, and other promotional efforts. RT shall ensure that any such use of the written content does not infringe upon the intellectual property rights of Client and shall not disclose any confidential or proprietary information related to Client or the businesses of Client.

### **11.0 RT Content Commitments.**

One (1) posting per week of original content publishing by RT for Client that includes:

1. Originally written content of at least 400 words per piece of content.
2. SEO of each piece of content for up to two (2) keyword or keyword phrases.
3. Inclusion of a relevant, featured, licensed image.
4. Inclusion of a targeted industry fact with disclaimer on each piece of content.
5. Inclusion of relevant CTA for each piece of new content.
6. Monthly Topic research, derivation, and review.
7. Quality assurance for grammar, readability and phrasing.
8. Quality Assurance of HTML formatting.
9. Validating all content facts, originality and AI content signatures.
10. Inclusion of up to three (3) #Hashtags/WP Tags established for each piece of content.
11. New content drafts posted to Client's WP backend for review or scheduled to be published weekly.

### **12.0 Special Notice To Client.**

Client understands that the first piece(s) of content will be delivered by RT within two (2) weeks of Client's initial payment. Each batch of content ((four (4) finished pieces of content)) will be delivered within four (4) weeks or 28 days. New content delivery is not guaranteed at the same time/day of the



week of Client's term. In some cases, it may be necessary to backdate articles to retain the weekly delivery pace. Note, Google (et al) does not punish backdated, newly published content.