

Brand Closeup Terms & Conditions

About Mondays ("Service Provider") and "Client" enter into this Service Provider ("Agreement") in order to memorialize terms that will govern any and all work that Service Provider may perform for Client during its term.

Deliverables & Scope of Work:

Service Provider and Client hereby agree that during the term of this Agreement the ("Services") to be performed by Service Provider will consist of:

- One (1) sixty minute (60min) deep dive creative/strategy call via Zoom

Client's Responsibilities:

Client understands that Service Provider may need certain information from Client to complete the Services outlined in this Agreement. Client agrees to promptly communicate with Service Provider and respond to requests for information.

Compensation:

Client is paying one (1) complete payment of Three Hundred Ninety Seven USD (\$397).

Client is paying for services rendered via ThriveCart.

All of the personal information that Client provides as part of the payment process may be collected by both Service Provider and Service Provider's third-party payment processing providers. This includes, but is not limited to, name, email address, billing information, and credit card number. All rules regarding personal information and security will be up to GDPR standards and comply with all United States data-compliance laws.

Service Provider's third-party payment processing providers may have privacy policies and terms and conditions that differ from Service Provider's. Service Provider has no liability or responsibility for the independent policies of Service Provider's third-party payment processing providers. Client is encouraged to read the independent policies contained on the third-party payment processing providers' websites.

Client understands and releases Service Provider from liability for any damage or loss caused by Client's payment or by Client's dealings with Service Provider's third-party payment processing providers.

Service Provider does not tolerate or accept any type of chargeback from Client's credit card company.

Conditions:

This Agreement will not take effect, and Service Provider will have no obligation to provide services, until Client agrees to the terms of this Agreement and pays for the program.

Independent Contractor Status:

It is expressly agreed and understood that Service Provider is performing services under this Agreement as an Independent Contractor of the Client and that Service Provider is neither an employee nor an agent of the Client. Service Provider will have sole control over the detailed method of performance of the services, and the facilities and resources needed to perform the services. Service Provider agrees to pay all applicable taxes which may arise as a result of Service Provider's performance under this Agreement and to comply with any and all laws and regulations applicable to Service Provider's performance or that of any employee or subcontractor. Service Provider will have no authority to act, to make any representation, to enter into any contract or commitment, or to incur liability on behalf of the Client.

Work Product and Proprietary Information:

It is understood and agreed that all deliverables produced by Service Provider under this Agreement become the property of the Client once "Client" pays all compensation due under this Agreement in full.

In the event that any deliverable is a work embodying intellectual property rights, including, but not limited to, copyright rights and other proprietary rights, Service Provider hereby assigns to Client all right, title, and interest therein.

Service Provider retains no right to use the deliverables except as noted herein. Service Provider retains the ability to use the deliverables produced under this Agreement for marketing, promotional, social media, and/or educational purposes provided that (i) data will be anonymized, except for Client's name, information other than any of the clients intellectual or private property and (ii) Service Provider protects Client's private data at all times.

It is further understood and agreed that any client-specific information developed, obtained by, or provided to Service Provider under this Agreement shall be and remain the property of the Client and will be subject to the Client's sole control once the said project and agreement has been commenced.

It is understood that the strategies and ideas taught in the program are projected goals and objectives and that results may vary depending on the Clients business model and level of interest and ability.

Melo Creative and her programs are not liable for loss of wages, or the failure to hit said projected goals. All information taught by the Service Provider is yours to implicate into your business and carry on once this program is complete. Client takes ownership in their results and the Service Provider is not held legally liable for unmatched results.

Confidentiality:

In the course of performance under this Agreement, Service Provider may receive confidential information from the Client or its clients that pertain to client matters or the business of the Client without which Service Provider would not be able to perform Service Provider's services for the Client.

"Confidential Information" includes all information, technical data, or know how, including, but not limited to, that which relates to Client's research, products, hardware, software, designs, inventions, ideas, processes, drawings, business plans, product implementations, financial information, marketing techniques, business operation and systems, pricing policies, information concerning employees, customers, and/or vendors disclosed by one party to another in writing, orally, by inspection, or otherwise. Confidential Information shall include all information of which unauthorized disclosure could be detrimental to the interests of the Client whether or not such information is identified as Confidential Information by the Client.

Confidential Information does not include information that Service Provider can demonstrate:

- i. was in Service Provider's possession prior to it being furnished to Service Provider under the terms of this Agreement, provided the source of that information was not known by Service Provider to be bound by a confidentiality agreement with, or other continual, legal or fiduciary obligation of confidentiality, to Client;
- ii. is now, or hereafter becomes, through no act or failure to act on the part of either party, generally known to the public;
- iii. is rightfully obtained by Service Provider from a third party, without breach of any obligation to Client; or
- iv. is independently developed by Service Provider without use of or reference to the Confidential Information.

Service Provider agrees to keep all such information confidential at all times and not to use it except in the course of performance under this Agreement. Service Provider will take reasonable steps to maintain such confidentiality and obtain similar commitments from any employee or subcontractor to whom such information must be disclosed in the course of performance.

Non-Exclusivity:

The parties hereby acknowledge and agree that this Agreement is non- exclusive. Client may contract with third parties who perform the same or similar services as those performed by Service Provider and Service Provider may contract with and perform services for as many additional third parties as Service Provider sees fit.

Assignment:

Neither Service Provider nor the Client may assign the rights or obligations set forth in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.

Notices:

Any notice required or desired to be given pursuant to this Agreement shall be deemed to have been given when (a) personally served, or (b) sent by e-mail to the address set forth below the signature of the person to whom notice is sought to be given, and mailing by deposit into the United States mail, postage fully prepaid, addressed to the respective Party to whom the notice is being given at the address below the signature of that Party, or (c) at such other email address or mailing address as the respective Party may designate by notice given pursuant to this paragraph.

Termination:

This Agreement will terminate if the said Client or Melo Creative breaches this contract or decides to work together is not a good fit. No returns or refunds will be given. See Refunds section for more details on my return policy.

Entire Agreement:

This Agreement expresses the full and complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter hereof.

Modifying the Agreement:

This Agreement may be amended only in a legally bound contract signed by both parties.

Business Licenses, Permits, and Certificates:

Service Provider represents and warrants that Service Provider and Service Provider's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

Insurance:

Service Provider represents and warrants that Service Provider will maintain, at Service Provider's sole expense, any necessary insurance, including, but not limited to, automobile, professional liability, personal injury, property damage, and general liability insurance.

Indemnification:

Client shall indemnify and hold Service Provider harmless from any and all loss or liability arising from performing services under this Agreement. Client agrees at all times to defend, hold harmless, and indemnify Service Provider from any cause of action, lawsuits, judgments, including attorney's fees and costs, arising from Client's use of Service Provider's services.

SERVICE PROVIDER'S SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. CLIENT AGREES THAT SERVICE PROVIDER IS NOT LIABLE TO CLIENT OR OTHERS IN ANY WAY FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, AND/OR SPECIAL DAMAGES.

Should Service Provider be required to defend herself or on behalf of Melo Creative in any action directly or indirectly involving Client, Client agrees to provide any documents, testimony, evidence, or other information Service Provider deems useful to her free of charge.

Severability in Event of Partial Invalidity:

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

Force Majeure:

In the event either party is unable to perform its obligations under the terms of this Agreement because of, including but not limited to: acts of God, strikes, government restrictions, communicable diseases, epidemics, pandemics, national disasters, or other causes reasonably beyond control, such party whose performance is affected shall notify the other party of the Force Majeure Event and its impact on performance under this Agreement. The party whose performance is affected shall use reasonable efforts to resolve any issues resulting from the Force Majeure Event to perform obligations under this Agreement. The party whose performance is affected shall not be liable for damages to the other party for any damages resulting from such failure to perform or otherwise from such causes.

Waivers:

No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof.

Dispute Resolution:

This Agreement will be governed by and interpreted in accordance with the laws of the State of New Jersey without regard to conflict of laws principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New Jersey, excluding that State's conflict of laws principles.

The Parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Monmouth County, New Jersey in any action arising out of or relating to this Agreement. By signing this Agreement, both Parties submit to the exclusive jurisdiction and venue of these courts and waive any defense of forum non-convenient.

Miscellaneous:

- (a) This Agreement shall be construed as to its fair meaning and not strictly for or against either Party.
- (b) The headings hereof are descriptive only and are not to be construed in interpreting the provisions hereof.

Counterparts and Right:

- (a) This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same original. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both Parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.
- (b) The person signing on behalf of each Party represents that he or she has the right and power to execute this Agreement.

Refunds and Exchanges:

There are no refunds or exchanges for any of the services provided by Service Provider. Whether the calls are taken or not, it is understood by both parties that there will be no refunds or exchanges due to the nature of the services provided. Both parties have read, and fully understand these terms.

ABOUT MONDAYS