

# MIDNIGHT MARKETING GROUP, LLC

## Terms & Conditions

Midnight Marketing Group, LLC provides sales & marketing services ("**Services**"). Client wishes to have Midnight Marketing Group, LLC provide these Services according to the terms set forth below. **Midnight Marketing Group, LLC** and **Client** do hereby agree as follows:

The following terms and definitions are hereby agreed to between Midnight Marketing Group, LLC and Client:

**SCOPE OF SERVICE:** Midnight Marketing Group, LLC agrees to perform a variety of sales & marketing Services on behalf of the Client in a consistently professional manner. Marketing materials, proprietary databases and training programs, may be shared with Client but will remain the property of Midnight Marketing Group, LLC, unless otherwise stated in writing. The parties shall agree on the roles and responsibilities to be performed under this relationship.

**PROGRAM FEE:** Client agrees to the monthly PayPal subscription payments. Once the Client activates an account, resources are assigned to support that Client account. Once resources are assigned to a Client account, their time becomes part of their balanced workload and cannot be reassigned elsewhere. Therefore, delays on the part of the Client with regards to beginning a program once an account has been activated, will result in lost resources that cannot be recovered. Credits or refunds cannot be issued as a result of a Client delaying the start of a program once an account has been activated.

**PROMOTIONAL AND/OR DISCOUNTED PRICING:** To be eligible for Promotional and/or discounted pricing offered by Midnight Marketing Group, LLC, you must be a "new, first time Client". A Client that cancels and/or suspends their program for any length of time, will be subject to the normal non-promotional or non-discounted program fees published on our website upon their return. All clients are required to have an "active" month-to-month PayPal subscription (unless quarterly payments have been agreed to in advance), which of course can be canceled at any time and for any reason should the Client decide to end their program. Cancellation of a month-to-month PayPal subscription places an account in inactive status, which results in the Client becoming ineligible for promotional and/or discounted pricing.

**THIRD PARTY ESP (If Applicable):** In addition to the monthly program fee stated above, the well known third party Email Service Providers (ESP's) we use to create and send email campaigns, require a credit card that will be charged a monthly fee in order to maintain the account. The amount charged to your credit card is determined by the number of contacts uploaded to your account. Monthly ESP fees typically range between \$50 and \$150 per month on average (sometimes less sometimes more), and are the responsibility of the client. The credit card is charged via a secure transaction and can be canceled at any time with no recurring commitment. Your Midnight Marketing team will guide you through this step during the on-boarding phase of your program. Midnight Marketing Group, LLC does not have access to your credit card information at any time.

**EFFECTIVE DATE:** The selected program will begin on the date activated by the Client via PayPal, or the date a quarterly check is received. The program will continue, on a month-to-month subscription basis via PayPal until canceled by the Client, or until the end of the quarter if paid by check. We do not require a contract or long-term commitment, except from time-to-time where discounted or promotional pricing may apply. As stated above, all clients are required to have an "active" month-to-month PayPal subscription (unless quarterly payments have been agreed to in advance), which of course can be canceled at any time and for any reason should the Client decide to end their program. Cancellation of a month-to-month PayPal subscription places an account in inactive status, which results in the Client becoming ineligible for promotional and/or discounted pricing.

**CANCELATION OF SERVICE:** Service is offered on a month-to-month subscription basis via PayPal, or quarterly if paid by check, with no long-term commitment required, except from time-to-time where discounted or promotional pricing may apply. Client has the right to cancel the monthly PayPal subscription at any time and for any reason. Advising us of a request to cancel a monthly PayPal subscription is the sole responsibility of the Client, and therefore no refunds will be issued once monthly subscription payments are received. Once an account cancellation or suspension request is received, all account activity will cease immediately. Refunds will not be issued for partial months. Cancellation requests will always be handled promptly and will be treated professionally and graciously.

**ABANDONMENT:** In the event a Client becomes un-responsive for a period of Ten (10) days or more, without

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prior written notification of a pending absence, Midnight Marketing Group, LLC may deem the Client's account abandoned and cease all marketing efforts. In the case of abandonment, the Client forfeits all fees paid and no refunds will be issued.

**APPROVAL:** Client will be given the opportunity to approve all materials (email campaigns, PDF collateral, etc.) created by Midnight Marketing Group, LLC prior to their intended use, to ensure that the message being delivered meets the standards and expectations of the Client.

**INDEMNITY:** As stated in the paragraph above labeled APPROVAL, the Client will approve in advance of their use, all materials created by Midnight Marketing Group, LLC. The Client agrees to indemnify and hold harmless Midnight Marketing Group, LLC, its owners, employees and contractors, of and from any and all claims, demands, losses or causes of action, to the extent caused by or arising out of or relating to any and all Services being provided.

**CONFIDENTIALITY:** Any information shared between the parties during the term of the selected program that is identified as Confidential Information shall be deemed Confidential Information, and will be used by the parties for the sole purpose of performing under the selected program. The parties acknowledge that confidentiality as defined herein, is reciprocal, and is the responsibility of both parties during the term of the selected program.

**NON-SOLICITATION:** During the term of this relationship and for two years following its termination or cancelation for any reason, the Client will not, directly or indirectly recruit, solicit, or attempt to recruit or solicit any employee or contractor from Midnight Marketing Group, LLC.

**GOVERNING LAW:** This relationship shall be exclusively governed by and interpreted pursuant to the laws, statutes, rules and regulations of the State of New Jersey and political subdivisions, as amended. The exclusive remedy for any disputes arising under this agreement shall be to bring a legal action in a court of competent jurisdiction within Ocean County, in the State of New Jersey.

**RELATIONSHIP:** Midnight Marketing Group, LLC is an independent contractor with respect to the Client.

**AGREEMENT:** By activating a program via PayPal or paying via quarterly check, the Client automatically acknowledges and agrees to the terms and conditions stated herein.