

DelmarvaBIZ

Terms of Service

January 1, 2018

DelmarvaBIZ.com (“DelmarvaBIZ”) and (“Client”) hereby enter into this professional services agreement (the “Agreement”) effective immediately.

WHEREAS, DelmarvaBIZ provides marketing, promotion and management services to business owners, operators, managers, etc.

WHEREAS, Client desires to receive such services from DelmarvaBIZ.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, DelmarvaBIZ and Client agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall continue in effect for 12 months from the date clients’ account is created and initial payment is made, and any extensions thereof shall be mutually agreed upon by DelmarvaBIZ and Client. Client must cancel this agreement in writing at expiration without any further payment or penalty. If client does not cancel agreement at the expiration, client agrees to continue subscription/service on a month to month basis at the prevailing rate schedule unless or until Client provides written notice of intent to cancel. In the case of early termination by client, an early termination fee (ETF) of \$300 will be assessed and due upon effective cancellation. Client will be billed each month for remainder of agreement until any outstanding fees are paid in full.

2. USE OF PRODUCT

Client understands that all services and products provided to it hereunder are the property of DelmarvaBIZ and that its right to use such property is limited to the enhancement of Client’s business and that Client will in no way reproduce or imitate DelmarvaBIZ’s product or sell, lease, lend or donate said product to any other person or entity. Client also agrees to cease using and return to DelmarvaBIZ all DelmarvaBIZ products upon expiration or termination of this agreement or upon breach of this agreement by failure to make timely payment hereunder or by violation of any other term of this agreement by Client.

3. PAYMENT

Client agrees to pay the charges set forth herein upon execution of this agreement. Client also agrees to pay the monthly fee of the selected subscription plan on or before the billing date of

each month in which this agreement is in effect. Failure to make timely payment will suspend all obligations of DelmarvaBIZ to provide services or products hereunder but all other terms of this agreement shall remain in effect. Should Client fail to make timely payment hereunder Client agrees to immediately surrender all materials of any kind provided hereunder to DelmarvaBIZ and not retain, use, provide, rent or sell copies of imitative products. Should Client fail to make timely payment hereunder Client agrees to the entry of judgment in the appropriate Court in the amount of the balance due and reasonable costs and attorneys fees incurred in obtaining payment hereunder.

4. NATURE OF SERVICES

Client understands and agrees that all DelmarvaBIZ services, materials, seminars and trainings are advisory and supportive in nature. All marketing, management, training, teaching, consulting, coaching, advice, analysis, assistance, writing and editing services provided by DelmarvaBIZ, its employees, agents and associates shall be rendered with due diligence and best efforts. Client bears sole responsibility for use, implementation and results thereof. Client also agrees to forever indemnify and hold harmless DelmarvaBIZ, its employees, agents and associates from and against any loss, expense or cost whatsoever resulting from activities of Client and related to the subject matter herein.

5. CHOICE OF LAW AND VENUE

a. Choice of Law

This Agreement shall be interpreted, applied and enforced in accordance with the laws of the State of Maryland of the United States of America and all disputes, causes of action, or controversies shall be governed by the laws of the State of Maryland. The parties acknowledge and expressly agree that this Agreement was formed in Maryland and that its laws governing choice of law or conflict of law may not be used to import the law of any other jurisdiction to interpret the Agreement of govern disputes hereunder. Client hereby waives any claim it may have to governmental or sovereign immunity with respect to any claims made by DelmarvaBIZ arising under or related in any way to this Agreement.

b. Venue

The parties hereby submit themselves to the exclusive jurisdiction of the courts of the State of Maryland of the United States of America, including the United States District Court for the district of Maryland, for the resolution or any and all disputes arising from or related in any way to this Agreement and the services rendered hereunder. All such disputes shall be decided exclusively by those courts and none other. Client hereby expressly concedes that it is subject to personal jurisdiction in the courts of the State of Maryland for purposes of any and all claims and disputes arising from or related in any way to this Agreement.

6. APPLICABILITY

The parties acknowledge and agree that the terms of this Agreement are fully binding upon them and their respective (as applicable) members, principals, partners, owners, shareholders, directors, officers, agents, employees, attorneys, servants, subsidiaries, affiliates, governmental agencies and/or entities, successors, assigns, and all others claiming by, through, or under the respective parties.

7. SCOPE OF AGREEMENT

The parties acknowledge that this Agreement represents the entire agreement between them, and that it incorporates all discussions and representations between the parties and their counsel, and that it cannot be amended except as may be mutually agreed to by the parties in writing, and they further acknowledge and agree that this provision may not itself be modified except in writing.

8. CONFORMITY TO LAW

Should any valid federal, state, or foreign law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be automatically conformed to the law or determination and otherwise this Agreement shall continue in full force and effect.

9. AUTHORITY TO MAKE AGREEMENT

Client hereby states and affirms that it has the authority to enter this Agreement and that no law, regulation, or other requirement, whether governmental or legal, bars or in any way restricts this Agreement and the obligations created under it. Client further states and affirms that the person agreeing this Agreement has the authority to bind Client.