

CLIENT SERVICES AGREEMENT

You (“Client” or “you”), are hiring aspire&grow LLC, doing business as Fix My Churn (“Fix My Churn”, “we”, or “us”), including its employees and agents, as an independent contractor, and agree to the following terms, effective as of the first date of purchase. Client and Fix My Churn are sometimes individually referred to herein as a “Party” and collectively referred to as the “Parties”.

1. **Services.** Fix My Churn will conduct one Conversion and Churn Audit (“the Project”) as outlined on Fix My Churn’s website.

A Conversion and Churn Audit is the starting point for any project at Fix My Churn. After completion of this initial Project, we may suggest other projects to help you achieve your goals, which you may choose to complete in the future.

2. **Additional Services.** If Client wishes to hire Fix My Churn for new or additional projects or services that are not included in the Project, Client and Fix My Churn will agree to the scope of the new services, pricing, and payment terms in writing (including, without limitation, by Fix My Churn issuing a quote by email to which Client agrees in writing or by email, or by providing a link to purchase additional projects or services on a website), and all terms of this Agreement will continue to apply.

3. **Payment Terms.** You agree to pay the non-refundable fees for our services as listed on our website or included in any written quote we send to you. Payment must be made in full before any work begins on the Project, and Client agrees to comply with Fix My Churn’s payment terms for any additional services.

If paying by debit card or credit card or ACH (bank draft) payment, you give us permission to automatically charge your credit or debit card or debit your bank account for all fees and charges due and payable to Fix My Churn, without any additional authorization, for which you will receive an electronic receipt. You also agree that Fix My Churn is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, bank or financial institution, and related services).

Fix My Churn reserves the right to charge a late fee on all balances more than 30 days overdue. Client agrees to reimburse Fix My Churn for all collection and/or legal fees and expenses necessitated by lateness or default in payment. Fix My Churn reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or invoices are not paid in full.

Delays in payment may cause delays in the schedule as Fix My Churn reserves the right to not begin or continue work until any initial or subsequent required payment is received, as explained in paragraph 6 (Client Responsibilities) below.

Client acknowledges that Fix My Churn will not schedule any project on its calendar until it is paid in full or a deposit has been paid, as applicable [delete this after reading my comment].

4. **Rescheduling.** Because we schedule projects in advance, we block out time in our calendar for your Project. If the requested Client Content is not provided to Fix My Churn on or before the Project start date, we may cancel the Project in our sole discretion.

If, after the Project start date, Client delays the Project timeline by failing to timely provide Client Content (see paragraph 6, Client Responsibilities below), Client agrees to pay Fix My Churn a Rescheduling Fee of \$2000 to compensate us for our inability to fill this time with other projects.

5. **Expenses.** The Project pricing includes Fix My Churn's fee only. Client agrees to pay any and all outside costs or expenses, including, but not limited to fonts, hosting, technical support, packaging samples, mileage, travel, postage, shipping, models, presentation materials, photocopies, equipment rental, props, artwork licenses, prototype production costs, talent fees, image or music licenses, software licenses, online access, photographer's or videographer's costs and fees. Fix My Churn will invoice Client for expenses on a monthly basis.

6. **Quote Effective Date.** Any quoted fees for services are effective for 30 days from the date the Client receives the quote. In the event the Client does not pay for any quoted services within 30 days of receipt of a quote, Fix My Churn may amend, change, or substitute the services offered and fees and charges, and any proposed schedule may be rescheduled based on Fix My Churn's then-current workload and availability.

7. **Client Responsibilities.** Client will provide Fix My Churn with access to its email service provider ("ESP") and/or any other requested content to be consulted or used in the Project ("Client Content"), review drafts, proofread all content for errors, and provide feedback or corrections promptly and in writing (including email). Client acknowledges and agrees that Fix My Churn's ability to meet any and all schedules is entirely dependent upon Client's timeliness, and that any delays in Client's performance may delay delivery of the Deliverables.

If Client feedback – such as Client Content, input, approvals, or payment – is more than 10 (ten) business days late, Fix My Churn reserves the right to place any project "on hold" and stop all work, or deem the Project terminated, in Fix My Churn's sole discretion. If the project is deemed terminated, you agree to pay Fix My Churn a final payment as calculated in paragraph 15 (Termination, Refund Policy) below.

If the Client provides the feedback and the project is re-activated, it will be rescheduled based on Fix My Churn's current workload and availability, and your project may not immediately move to the front of the queue. For the project to be moved back into Fix My Churn's queue, you will be required to pay the full project amount plus the Rescheduling Fee of \$500 before any additional work will be completed.

8. **Client Content.** Client guarantees that it owns all right, title, and interest, or has the right to permit use of, all Client Content provided to Fix My Churn for use in the Project. Client further guarantees that Client Content does not infringe the rights of any third party, and use of the Client Content in connection with the Project does not and will not violate the rights of any third parties. Client shall comply with the terms and conditions of any licensing agreements that

govern the use of Client Content not created by Client, and will disclose those terms and conditions to Fix My Churn at the time any licensed Client Content is provided to Fix My Churn.

9. **Revisions.** We will produce a maximum of one (1) variation of copy for all agreed-upon deliverables. One (1) round of light edits is included in any project. Where we think it's possible or necessary, we may present more than one copy option for Client's review and consideration.

10. **Ownership and Grant of Rights.**

"Preliminary Works" means all work such as concepts, drafts, research documents, walkthru videos, or other working files developed by Fix My Churn. "Final Deliverables" means the final versions of work product provided by Fix My Churn and approved by Client.

Because Preliminary Works are essentially "works in progress," Client agrees that it does not have any rights to use, and will not use, Preliminary Works in any way, unless Fix My Churn gives Client written or email permission to do so. *For example, Client will not send out Preliminary Works as emails, incorporate Preliminary Works into its website, use them in marketing materials, or post them on any social media platform.*

Assignment to Client:

Upon completion of any project or services, and expressly subject to full payment of all fees, costs and expenses due, Fix My Churn assigns to Client all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the Final Deliverables. Fix My Churn agrees to reasonably cooperate with Client and shall execute any additional documents necessary to evidence such assignment.

Client's use of Preliminary Work or Final Deliverables other than that expressly authorized in this agreement or by a separate written assignment, is not permitted ("Unauthorized Use"). Client agrees to pay liquidated damages of five (5) times the total contract price in the event of Client's Unauthorized Use, in addition to any legal or equitable remedies Fix My Churn may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

11. **Changes.** If Client decides to change the scope of any project or the list of deliverables, Fix My Churn requires that Client put all requests in writing or email so Fix My Churn can keep track of changes. Client agrees to pay for all changes at Fix My Churn's then-current pricing, or another agreed rate, which will be invoiced to Client. In the event that the proposed changes represent an increase of 30% or more from the originally quoted price, both parties must agree to additional fees and the scope of the additional services, in writing or email, before Fix My Churn will perform additional services. Please note that requests for additional services may affect the timeline and delay the anticipated completion date.

12. **Fix My Churn Agents.** Client agrees that Fix My Churn may engage third party service providers as employees or independent contractors in connection with the Project ("Fix My Churn Agents"). Fix My Churn is responsible for Fix My Churn Agents' compliance with this Agreement. Fix My Churn, not Client, is responsible for all payments to Fix My Churn Agents for their work on the Project.

13. **Case Study, Testimonial.** Fix My Churn may create a case study about Client and post it on its website, marketing materials, social media, or any other media. Client agrees Fix My Churn may use Client's business name, logo, and general information about Fix My Churn's results for Client, such as the process of working with Client, information about the visitors, customers and prospects of Client; voice of customer data gathered during this project, the process of turning raw data into testable copy for use on Client's home page and/or pricing page; the process of setting up the test, including the platform used and the dates in which the test run; and the test results, including goals, conversion lift, confidence reached and next steps. At no time will Client's business-sensitive data be shared in any case study presented by Fix My Churn. If any individual associated with Client provides feedback or a testimonial about our work together, you agree Fix My Churn may use the written feedback or create a testimonial from the feedback, in addition to using that individual's name, image, and likeness in any media without compensation.

14. **No Transfer.** Neither party may transfer or assign its rights or obligations under this Agreement to anyone else unless the other party agrees in writing.

15. **Termination, Refund Policy.** Either party may terminate this agreement by providing five (5) days written notice to the other party. **All fees for services are non-refundable.** In the event Client or Fix My Churn terminates this agreement, Client agrees to pay Fix My Churn for all services performed, in addition to any expenses incurred by Fix My Churn for Client, as of the date of termination. The amount due for Fix My Churn's services will be the greater of (a) the deposit or first payment, (b) a prorated portion of the total fees due, or (c) payment for the project phases completed or in progress by Fix My Churn as of the date of termination. Upon payment of the full amount as calculated above for Fix My Churn's services and expenses, Fix My Churn grants Client a perpetual non-exclusive license of all rights (including, but not limited to, the right to display, modify, transmit, transfer, sell, and create derivative works) to any work delivered to Client as of the date of termination.

16. **Legal Compliance with Advertising Laws, Rules and Regulations.** Client acknowledges that it is Fix My Churn's business policy to conduct advertising campaigns in a manner so as not to: send unsolicited (i.e., spam) email to recipients (unless authorized by Federal law), promulgate advertising that is, in any way, false or misleading, misuse or misappropriate another party's intellectual property and/or other third party rights of any kind, send obscene messages to any recipients, and/or use email or any other medium to conduct illegal or immoral activities of any kind as per current, applicable federal, state, and local laws, regulations, and statutes. The parties both agree not to take any actions inconsistent with this policy, and to make all of our employees and agents aware of such policy in order to ensure compliance. Client further agrees that it will cooperate with Fix My Churn in all reasonable respects in its efforts to respect any recipient's privacy wishes and requests to be unsubscribed from receiving email.

Client acknowledges that it is solely responsible for the Final Deliverables' compliance with applicable federal, state, and local laws, regulations, and statutes, and that it should seek competent legal counsel's review for compliance prior to publication or dissemination, at its sole expense.

17. **Limitation of Liability and Indemnification.** Client agrees that Fix My Churn will not be liable to Client or any third party for any damages (including, but not limited to, lost data, lost profits, incidental or consequential damages), that arise from Fix My Churn's performance of services (including, but not limited to, failure to perform in a timely manner), other than those that are the result of Fix My Churn's willful misconduct.

Each party (each, the "Indemnifying Party") agrees to indemnify, defend, and hold the other party (each, the "Indemnified Party"), along with the Indemnified Party's affiliates, officers, directors, employees, and representatives, harmless from and against any and all third party claims, losses, liabilities, damages, expenses, and costs, including reasonable outside attorneys' fees and court costs, to the extent arising out of the Indemnifying Party's: (i) willful misconduct; (ii) material breach of any of the terms of this Agreement; and/or (iii) infringement claims or fines, penalties, or other consequences from violation of any communication or advertising laws, rules or regulations, as to the materials provided (by the applicable party), as part of the Final Deliverables. Under such circumstances, the Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim or suit, and the Indemnified Party has sole control of the defense and all related settlement negotiations.

18. **Disclaimers. Fix My Churn cannot and does not guarantee any particular financial or business outcomes for Client.** Fix My Churn is not is not a legal, tax, or financial professional, and cannot give you legal, tax, or financial advice.

19. **General Provisions.** This Agreement will be governed by the laws of Ohio. Client agrees to submit to the jurisdiction and venue of the state and federal courts in or nearest to Columbus, Ohio and waives any defense of lack of personal jurisdiction or forum non conveniens. This Agreement may only be modified by agreement of both parties in writing. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision. The prevailing party in any dispute between the parties arising out of or related to this agreement, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party. This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

20. **Non-Disclosure; Confidentiality.**

In order to assist Fix My Churn in performing its obligations under this Agreement, it will have access to some of Client's confidential information. For purposes of this Agreement, "Confidential Information" includes all information or material that has or could have commercial value or other utility in the business in which Client is engaged, and which is not generally known to the public. Fix My Churn agrees to keep all Confidential Information strictly confidential and not to use or disclose this information to third parties unless it first obtains written permission from you permitting it to disclose such information.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Fix My Churn's duty to hold Confidential Information in confidence shall remain in effect

until the Confidential Information no longer has or could have commercial value or other utility in the business in which Fix My Churn is engaged, or until it becomes publicly known.

By clicking on the box when purchasing Fix My Churn's services, you are providing the electronic equivalent of your signature and assert that you have read, understood and agreed to this entire document. If you do not agree with the terms of this Client Services Agreement, do not purchase our services.