



Midnight Marketing Group, LLC | (609) 925-9017
www.midnight-marketing.com | info@midnight-marketing.com

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. Custom marketing materials will be created on behalf of the Client but will remain the property of Midnight Marketing Group, LLC, until six (6) monthly payments have been received from the Client, after which, ownership for all marketing materials created specifically for the Client's program will be transferred the Client.

PROGRAM FEE: Client agrees to the monthly PayPal subscription payments as stated in the program selected on the Midnight Marketing Group, LLC website. Once the Client activates a program, resources are assigned to support that Client's program. Once resources are assigned to a Client's program, 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 it 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 it has been activated.

EFFECTIVE DATE: The selected program will begin on the date activated by the Client and will continue on a month-to-month subscription basis via PayPal until canceled by the Client. We do not require a contract or long-term commitment (except from time-to-time where discounted or promotional pricing may apply), but all clients are required to have an "active" PayPal subscription, which of course can be canceled at any time and for any reason should the Client decide to end their program.

CANCELATION OF SERVICE: Service is offered on a month-to-month subscription basis via PayPal 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 subscription payments are received. Once a program 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 prior written notification of a pending absence, Midnight Marketing Group, LLC may deem the Client's program 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 applicable 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.



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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, successors, and assignees of and from any-and-all claims, disputes, 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 about 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 with Midnight Marketing Group, LLC, the Client automatically agrees to the terms and conditions stated herein.