

Services are furnished by AS Digital Consulting (ASDC), a company registered in the state of Georgia ("Licensor" or "Company"). Your utilization of these services is governed by the terms of the service agreement as well as the terms and conditions set forth herein.

By entering into our Service Agreement(s), utilizing any platform or Service provided by the Company—including updates subject to these Terms and Conditions—or visiting any website bearing an authorized link to the Company Website, or by accessing or using any content, information, services, features, or resources made available (collectively referred to as the "Services"), or by clicking a button or taking any other affirmative action indicating your acceptance of this Agreement, you:

- (1) agree to adhere to these Terms and Conditions, including any future modifications and additions to these Terms and Conditions as disseminated via the Services;
- (2) confirm that you have attained the legal age in your jurisdiction of residence necessary to enter into a binding contract; and
- (3) affirm that you possess the authority to accept these Terms and Conditions both personally and, if pertinent, on behalf of any company, organization, or other legal entity for which you are using the Services

Unless otherwise stipulated in this document, if you do not concur with the terms of this Agreement, you are prohibited from accessing or utilizing the Services.

You hereby acknowledge and agree to the following:

## 1. Definitions

**1.1 Confidential Information:** Pertaining to any party, this term encompasses all data and information deemed confidential, which includes, but is not limited to, know-how, trade secrets, business specifics, affairs, development projects, or other related products or services. The communication of Confidential Information can be oral, visual, written, or in any other recorded or tangible medium. For data or information to qualify as Confidential Information, it must meet one or more of the following criteria:

- a) The data or information has been explicitly labeled as confidential by the relevant party.
- b) The relevant party has either orally or in written form indicated its confidential nature.
- c) Given its character or nature, a reasonable individual in a comparable position and under similar circumstances would regard and handle it as confidential.

**1.2 Costs:** Refers to all direct and indirect expenses borne by ASDC during the execution of the Services as stipulated in this Agreement.

**1.3 Parties:** Denotes the entities specifically named in this Agreement, as well as their subsequent successors and assigns. The term "Party" is used to refer to any one of these entities, as contextually appropriate.

**1.4 Services or Scope of Work:** Refers to the specific services and the scope of work as outlined in Exhibit A. This encompasses Website and/or Graphic Design, among others, and is not exclusive to these services. Any amendments to the services can be made by mutual written agreement between the parties on an as-needed basis.

**1.5 Service Fees:** Refers to the amounts specified under this term in Exhibit A.

## 2. Services

**2.1 Engagement:** In accordance with the terms and conditions set forth in this Agreement, and contingent upon the Customer's obligation to remit payment for Service access, ASDC commits to executing the Services detailed in Exhibit A.

**2.2 Restrictions on Use:** The Customer hereby acknowledges, agrees, and guarantees to ASDC that both during the tenure of this Agreement and subsequent to its conclusion, the following stipulations shall be upheld:

(a) The Customer commits to: (i) Comply with all relevant federal, state, and local laws and regulations that pertain to fair information practices and consumers' rights to privacy. This includes, but is not limited to, any laws and regulations regarding non-solicitation; and (ii) Restrict access to consumer information exclusively to those individuals within the Customer's organization who require this information for business-related purposes. Additionally, these individuals will be mandated to recognize and respect consumers' privacy rights and uphold the principles of fair information practices.

(b) The Customer commits that they will not utilize the Service in a manner that: (i) Violates or infringes upon the copyright, patent, trademark, trade secret, or any other proprietary rights or publicity or privacy rights of any third party; (ii) Contravenes any applicable law, statute, ordinance, or regulation; or (iii) Engages in acts that are defamatory, trade libelous, unlawfully threatening, or unlawfully harassing.

(c) Unless explicitly permitted within the context of the Allowed Applications, the Customer is prohibited from modifying, removing, or obfuscating any proprietary markings present in the Service or other materials furnished by ASDC as part of this agreement. All such proprietary notices must be retained and reproduced on all copies or sections thereof. Furthermore, the Customer must refrain from supplying, or facilitating the supply of, the Service to any Processor..

**2.3 Relationship Between Parties:** Under the stipulations of this Agreement, ASDC operates as an independent contractor to deliver specific Services. ASDC retains full authority and discretion to manage and oversee the execution of the Services by its personnel, encompassing the rights to hire, discipline, or terminate ASDC's staff. The provisions of this Agreement shall not:

(a) Bestow upon either Party the authority to govern or dictate the daily operations of the other Party, or

(b) Deem the Parties as operating in roles such as employer and employee, franchisor and franchisee, licensor and licensee/sub-licensor, partners, joint venturers, co-owners, or in any other capacity suggestive of a collaborative enterprise.

ASDC recognizes that the needs of the Customer might undergo changes throughout the duration of this Agreement. In response to such changes, ASDC pledges to remain flexible by collaboratively revisiting and amending the specified Services, guaranteeing an equitable realignment of tasks and responsibilities.

**2.4 Provision of Information and Personnel.** To ensure the effective execution of the Services, the Customer is obligated to provide ASDC with all reasonably necessary information such as EIN to set up necessary services for ASDC (this information adheres to our privacy policy as described in section 10 of this agreement). This encompasses a range of data, notably monthly performance updates concerning the Services throughout the span of this Agreement and any subsequent alterations.

Furthermore, notwithstanding the above stipulations, the Customer commits to ensuring its personnel, corresponding to the relevant domains of responsibility, are readily accessible to ASDC as required to facilitate the timely and efficient completion of the delineated Scope of Work or Services.

**2.5 Failure by Customer of Delivery of Information.** The Customer is obligated to furnish all requisite information to ASDC for the proficient execution of the Services enumerated in Exhibit A. Should the Customer be unable to provide such essential information, ASDC shall not be held accountable for any shortcomings or failures in delivering the Services as laid out in Exhibit A.

### **3. Consulting Fees, Other Fees, Expenses, and Invoices**

**3.1 Costs of Performing Services.** Where relevant, any costs (for instance, travel expenses) presented by ASDC to the Customer under this Agreement must be both reasonable and essential. All such costs are subject to prior approval by the Customer. Once approved, the Customer is obligated to compensate ASDC for these Costs.

**3.2 Invoice and Payment.** ASDC will provide the Customer with invoices detailing the Service Fees, accompanied by a written breakdown of Costs as delineated in 3.1. The timing, periodicity, and payment terms associated with these invoices will be mutually agreed upon by both the Customer and ASDC. It's imperative to note that all Service Fees are to be settled in U.S. Dollars.

### **4. Consideration**

**4.1 Calculation of Service Fees.** As compensation for the Services rendered by ASDC under this Agreement, the Customer is obligated to cover all Costs incurred by ASDC, in addition to the fees associated with the Services and/or Scope of Work, and any corresponding payment terms outlined in Exhibit A (all of which are collectively referred to as the "Service Fees"). These Service Fees are due on a monthly basis and must be settled within five business (5) days of the Customer receiving an invoice from ASDC, unless Exhibit A stipulates a different arrangement.

**4.2 Billing; Payments; Late Fees.** Upon the conclusion of each monthly billing cycle, ASDC will issue an invoice to the Customer for all Fees accrued during that period. The Customer is expected to settle the full amount of the invoice within five (5) days from its receipt. Non-payment within this timeframe will incur a surcharge of ten percent (10%) on the outstanding balance, provided this does not exceed the maximum legally permissible rate. Should the Customer's payment lapse by thirty (30) or more days, ASDC reserves the right to suspend Services until all arrears are settled, marking the Customer in breach of this Agreement. Even during periods of Service suspension or non-delivery due to Customer's default, the Customer remains accountable for any mandatory monthly charges. In the event ASDC resorts to legal action—be it via an attorney, collection agency, small claims court, or other competent courts—to enforce this Agreement's terms, the Customer will be liable for all associated expenses, including but not limited to attorney's fees, agency fees, court costs, and any other collection-related costs at both trial and appellate levels. Payment delays might negatively impact the Customer's credit rating.

**4.3 Taxes.** Both Parties are responsible for addressing and remitting any taxes (inclusive of, but not restricted to, income taxes) that arise in relation to this Agreement, as mandated by relevant laws.

### **5. Records**

Throughout the duration of this Agreement, the Customer is obligated to uphold and maintain comprehensive, precise, and up-to-date books of account and records related to its undertakings pursuant to this Agreement.

### **6. Term; Termination**

**6.1 Term.** The initial duration of this Agreement corresponds to the period specified in your Service agreement, beginning from the Effective Date. The Customer retains the prerogative to opt for automatic renewals in subsequent monthly increments, unless the Agreement is terminated in accordance with Subsection 6.2 (Termination).

**6.2 Termination.** While this Agreement cannot be terminated without a valid reason during its primary term, either party can opt out by paying a one month management fee in lieu of the notice period.. In case of contract termination due to a breach, the non-defaulting party can, besides terminating the Agreement, seek legal recourse against the defaulting entity. Nonetheless, if the Customer is found defaulting as per Section 4 (Fees), ASDC has the right to annul this Agreement ten (10) days post delivering a default notice, unless the Customer rectifies the breach within this ten-day window.

**6.3 Payment upon Expiration or Earlier Termination.** If this Agreement culminates or is terminated as detailed in Subsections 6.1 (Term) and 6.2 (Termination), the Customer is obligated to compensate ASDC for all products furnished and services rendered under this Agreement up to the effective date of its termination or expiry.

## **7. Use and Training**

The Customer shall ensure that access to the Service is granted solely to its employees who have undergone the necessary and appropriate training.

## **8. Third Party Use**

Should the Permitted Applications encompass the provision of a Service to End Users, the Customer commits to mandatorily having all End Users sign an agreement mirroring the primary terms of this Agreement. The Customer guarantees that under no circumstance will the End Users' interaction with the data surpass the constraints of the Permitted Applications outlined in this Agreement. It is crucial to note that this section doesn't inherently grant Service access to End Users, unless explicitly articulated in the Permitted Applications.

Any breach of this Agreement's terms and conditions stemming from the End Users' or Processor's usage of the Service will render the Customer accountable. The onus of any violations by the End Users or Processor will fall upon the Customer.

## **9. Proprietary Information**

All Proprietary Information shall remain the sole and exclusive property of ASDC. The Customer is granted only the specific rights concerning the Proprietary Information as delineated within this Agreement. All other rights not explicitly granted are reserved by ASDC.

The Customer acknowledges that only ASDC possesses the authority to modify, maintain, enhance, or make any other changes to the Proprietary Information. The Customer is expressly prohibited from engaging in disassembly, decompilation, manipulation, or reverse engineering of the Proprietary Information. The Customer commits to employing necessary measures to thwart any such unauthorized actions.

At no point shall the Customer be allowed to sell, lease, display, publish, duplicate, distribute, or make the Proprietary Information accessible in any format or via any medium, barring the permissions expressly delineated in this Agreement. This includes any potential transference to third parties. Unless explicitly forbidden by this Agreement, actions in alignment with the fair use provision of the Copyright Act, 17 U.S.C. § 107, remain permissible.

The Customer vows to adopt and enforce best industry practices to safeguard the Proprietary Information's security and to prevent any unauthorized dissemination or misuse. The Customer is wholly accountable for any access to or use of the Proprietary Information, whether such actions are carried out by its agents or employees, or via its equipment, ASDC-specific usernames, or passwords—even if the Customer is unaware of or hasn't explicitly sanctioned such activities.

## 10. Consumer Privacy

The Customer recognizes that while the Service integrates data inputted by the Customer, it might also encompass information that certain consumers might regard as sensitive. ASDC holds a steadfast policy to honor requests made by consumers to exclude their names, mailing addresses, e-mail addresses, or phone numbers from being utilized for solicitation purposes. The Customer's commitment to upholding this policy is a fundamental prerequisite for ASDC's agreement to this contract.

## 11. ASDC Warranties, Indemnification & Disclaimers

ASDC unequivocally represents and warrants that:

(a) It possesses the qualified staff, suitable facilities, and the requisite resources to deliver the Services promptly and efficiently.

(b) It carries the essential expertise to execute the Services proficiently and professionally.

Barring the commitments outlined in this section, the Service is proffered "as is," devoid of any guarantee, be it overt or implied. This includes, but is not limited to, any warranties related to merchantability or suitability for a specific application. ASDC offers no affirmations and accepts no responsibility regarding the impeccable execution of services. Furthermore, ASDC neither declares nor guarantees that the Service is exhaustive or devoid of errors. Consequently, ASDC disavows, and is expressly exempted from, any liability for damages or losses stemming from errors or omissions in the Service. This holds true irrespective of whether these inaccuracies or omissions emanate from negligence, inadvertent occurrences, or any other source.

## 12. ASDC's limitation of liability

Under no circumstances shall ASDC be held liable in connection with or arising out of this Agreement for any loss, deprivation of profit or revenue, or for any consequential, indirect, incidental, special, or exemplary damages, even if ASDC has been informed of the potential for such losses or damages. It's worth noting that certain jurisdictions do not permit the exclusion or restriction of incidental or consequential damages; therefore, the aforementioned limitations or exclusions might not be applicable in such cases.

## 13. Customer's Indemnification

The Customer commits to indemnify, defend, and exonerate ASDC against all third-party claims, damages, liabilities, costs, and expenses that emerge from or are associated with the Customer's utilization of the Service, or that result from the Customer's breach of this Agreement. This provision is contingent upon ASDC promptly notifying the Customer in writing of any such claims.

## 14. General Provisions

**14.1 Proprietary Marks.** Neither party shall utilize or permit their employees, agents, or subcontractors to use the proprietary marks, logos, copyrighted material, names, or other proprietary designations belonging to the other party or its affiliates, whether registered or unregistered, without the explicit written consent of the latter.

14.2 **Entire Agreement.** This document encapsulates the entirety of the agreement between both parties, superseding any prior verbal or written understanding regarding the Service. Modifications to this agreement must be documented in writing and duly signed by both parties.

14.3 **Severability.** Should any provision of this Agreement be declared null, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14.4 **Waiver; Modifications.** Any breach waiver does not constitute a waiver of subsequent breaches. No modifications to this Agreement are valid unless documented and signed by both parties.

14.5 **Survival.** Sections 3, 4, 6, 11, 12, 13, and 14 will persist beyond the termination or expiration of this Agreement.

14.6 **Execution.** This Agreement can be signed in multiple counterparts, each considered an original. Electronic signatures, via facsimile or PDF, are treated as originals.

14.7 **Governing Law and Forum; Attorneys' Fees.** This Agreement is governed by Georgia state law. Disputes will be resolved in DeKalb County, Georgia. Both parties waive the right to a jury trial. The prevailing party in any lawsuit will be entitled to attorney's fees and costs.

14.8 **Relationship of Parties.** This Agreement doesn't establish a partnership, joint venture, or agency relationship between the parties.

14.9 **Uncontrollable Events.** No party is liable for non-performance caused by unforeseen events beyond their control, provided they notify the other party promptly.

14.10 **Assignment.** The Customer may not assign this Agreement without ASDC's prior written consent.

14.11 **Notices.** Communications should be delivered personally or sent via registered/certified U.S. mail or a recognized overnight service. Notices should be sent to addresses listed in the Agreement signature page or as later updated.

14.12 **Miscellaneous.** Section headings are for convenience only. This Agreement's language shall be construed as if both parties drafted it. Actions falling on non-business days will be shifted to the next business day. No third-party beneficiaries are intended under this Agreement. Exhibits and Appendices form part of this Agreement.

14.13 **Review or Approve.** The Customer has 3 business days to review and respond to submitted content to adhere to the project timeline. Edits will have a 2-business day turnaround for final drafts. Non-responses will pause content posting.