

LegalBoost Terms of Service]

Work and Payment

Project – LegalBoost LLC (“**Marketing Consultant**”) is being engaged to perform the following: Consultation and execution of the services included the proposal provided.

Schedule – The **Marketing Consultant** will begin work on the date of plan purchase and the work is ongoing. This Contract can be ended by either **Client** or **Marketing Consultant** at any time.

Payment – The **Marketing Consultant** will automatically charge the **clients** credit-card on file every month. Failed payments will be reprocessed up to 3 times. If reprocessing attempts fail, the **client** agrees to pay the amount owed within 5 days of the date due. An unpaid balance after 5 days will result in all landing pages being taken offline and ad campaigns being turned off.

Payment of Advertising Expenses – The **client** is responsible for payment of all advertising expenses. Advertising expenses will be paid directly to the utilized platforms (Google, Facebook, LinkedIn, Bing, Etc.). The **Marketing Consultant** is not responsible for these payments.

Ownership and Licenses

Marketing Consultant Ownership of Work Product – As part of this job, the **Marketing Consultant** is creating “work product” for the **Client**. “Work product” includes all landing page designs, graphics, drafts, notes, mockups, and code. The **Client** is entitled to use the work product as long as they remain a client of the **Marketing Consultant**. Cancellation of this contract immediately results in the revocation of the **Clients** right to use the **Marketing Consultants** work product.

Marketing Consultant’s Right to Use Client IP – The **Marketing Consultant** may need to use the **Client’s** intellectual property to perform certain tasks. For example, if the **Client** is hiring the **Marketing Consultant** to build and manage advertising campaigns that utilize landing pages, the **Marketing Consultant** may have to use the **Client’s** logo, photo, or bio. The **Client** agrees to allow the **Marketing Consultant** use of the **Client’s** intellectual property and other intellectual property that the **Client** controls to the extent reasonably necessary to do the **Marketing Consultant’s** requested duties. Beyond that, the **Client** is not giving

the **Marketing Consultant** any intellectual property rights, unless specifically stated otherwise in this Contract.

Marketing Consultant Ownership of Tracking Numbers – As part of this job, the **Marketing Consultant** will be using unique dynamic tracking phone numbers in ads and landing pages to track results. The **Client** is entitled to use the tracking numbers as long as they remain a client of the **Marketing Consultant**. Cancellation of this contract immediately results in the revocation of the **Clients** right to use the **Marketing Consultants** tracking numbers.

Use of Client Data for Case Studies – LegalBoost LLC (“Marketing Consultant”) reserves the right to use data derived from the execution of services for the client, including but not limited to campaign performance data, for the purpose of creating and sharing case studies, educational materials, promotional content, and for use by directly affiliated brands. This consent includes the use of the Client’s brand name, campaign results, and other related data that might be beneficial for case study purposes by the Marketing Consultant and its directly affiliated brands. The Client may opt out or restrict the use of their data for such purposes by providing written notice to the Marketing Consultant.

Representations

By accepting this agreement, each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

Client Will Comply with Laws – The **Client** will be responsible for final approval of all work product. The **Client** agrees to review and approve all work product and request modifications, if necessary, to suit their firm needs, respective state bar rules and regulations, and to verify compliance with state or federal laws prior to use in advertisements.

Work Product Does Not Infringe – The **Marketing Consultant** promises that its work product does not and will not infringe on someone else’s intellectual property rights, that the **Marketing Consultant** has the right to let the **Client** use the background IP, and that this Contract does not and will not violate any contract that the **Marketing Consultant** has entered into or will enter into with someone else.

Client-Supplied Material Does Not Infringe – If the **Client** provides the **Marketing Consultant** with material to incorporate into the work product, the **Client** promises that this material does not infringe on someone else's intellectual property rights.

Term and Termination

Either party may end this Contract for any reason by sending an email to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 14 days. The Contract officially ends once that time has passed. The **Marketing Consultant** must immediately stop working as soon as it receives this notice, unless the notice says otherwise. The **Client** will pay the **Marketing Consultant** for the work performed until receipt of termination notice. In addition, the **Client** will reimburse the **Marketing Consultant** for any agreed-upon, non-cancellable expenses.

Independent Contractor

The **Client** is hiring the **Marketing Consultant** as an independent contractor. The following statements accurately reflect their relationship:

- The **Marketing Consultant** will use its own equipment, tools, and material to do the work.
- The **Client** will not control how the job is performed on a day-to-day basis. Rather, the **Marketing Consultant** is responsible for determining when, where, and how it will carry out the work. The **Client** and the **Marketing Consultant** do not have an employer-employee relationship.
- The **Marketing Consultant** cannot enter into contracts, make promises, or act on behalf of the **Client other than managing advertising campaigns**.
- The **Marketing Consultant** is not entitled to the **Client's** benefits (e.g., group insurance, retirement benefits, retirement plans, vacation days).
- The **Marketing Consultant** is responsible for its own taxes.
- The **Client** will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the **Marketing Consultant** or any of the **Marketing Consultant's** employees or subcontractor.

Confidential Information

This Contract imposes special restrictions on how the **Client** and the **Marketing Consultant** must handle confidential information. These obligations are explained in this section.

The Client's Confidential Information – While working for the **Client**, the **Marketing Consultant** may come across, or be given, **Client** information that is confidential. Examples are: caller details, client lists, statistics about a website, and other information that is private. The **Marketing Consultant** promises to treat this information as if it is the **Marketing Consultant's** own confidential information. The **Marketing Consultant** may use this information to do its job under this Contract, but not for anything else. When this Contract ends, the **Marketing Consultant** must give back or destroy all confidential information. The **Marketing Consultant** must continue to follow these obligations, even after the Contract ends.

Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST RECORDS OR DATA, LOST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, LOSS BY REASON OF FACILITY SHUT-DOWN OR NON-OPERATIONS OF INCREASED EXPENSE OF OPERATIONS, OR OTHER COSTS, CHARGES, PENALTIES, OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS COULD HAVE BEEN REASONABLY FORESEEN. THE PARTY'S' LIABILITY FOR DAMAGES HEREUNDER AND UNDER ANY SERVICE WORK ORDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAYABLE TO CONSULTANT UNDER THIS AGREEMENT.

Notices

(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered by email. The notice must be delivered to the party's email address (hello@legalboost.co) or to another address that the party has provided in writing as an appropriate address to receive notice.

(b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered by email, it is considered received upon acknowledgment of receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

Severability – This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

Governing Law – The laws of the state of Florida govern the rights and obligations of the **Client** and the **Marketing Consultant** under this Contract, without regard to conflict of law principles of that state.