

Local Service Heroes Terms of Use, Service & Non Disclosure

Last Update: May 26, 2025.

IMPORTANT – PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS OF USE BEFORE ACCESSING, USING, OR SUBSCRIBING OVER LOCALSERVICEHEROES.NET AND, OR CALLSYSTEM.NET. THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES (see Sections 6, 9 and 10). THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS SINCE WE RESERVE THE RIGHT TO UPDATE THESE TERMS AT ANY TIME.

The use of localserviceheroes.net (along with all subdomains, collectively, hereafter the “Website” or “Websites”), where both terms include all related websites accessed for the purposes of delivering services as Local Service Hero Members, and, cs.localserviceheroes.net users, which are owned and maintained by Master Digital Properties LLC (masterdigitalproperties.com,), doing business as (DBA) Local Service Heroes (“Local Service Heroes,” “we,” “our,” “us”), is governed by the policies, terms, and conditions set forth below. Please read them carefully. We offer the Website, including all information, tools, and services available from the Website to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here. By accessing, using, or subscribing over the Website, you and your business agree to the terms set forth herein. **If you do not agree to these terms in their entirety, you are not authorized to use the Website.**

THIS IS A BINDING AGREEMENT. THESE TERMS OF USE (“TERMS”) TOGETHER WITH OUR PRIVACY POLICY FORM A LEGALLY BINDING AGREEMENT (“AGREEMENT”) BETWEEN YOU AND YOUR BUSINESS (“YOU” OR “CUSTOMER”) AND Local Service Heroes AND SHOULD BE READ CAREFULLY. THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE AND ATTEMPTED USE OF THE WEBSITE AND THE SERVICES PROVIDED BY LOCAL SERVICE HEROES.

THIS AGREEMENT CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY

TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW IN SECTION 11.

We reserve the right to update and change, from time to time, these Terms and all documents incorporated by reference by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. You can find the most recent version of this agreement, which is applicable to, and available on <https://localserviceheroes.net/>. Use of the Website after such changes constitutes acceptance of such changes.

To access any part of the Websites and to sign up as a paying member and user of the Websites, you will be required to agree to additional contractual terms.

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SECTION 1 – WEBSITE USE

The Websites are intended for businesses operated by adults. If you use the Websites, you are affirming that you are at least 18 years old or the legal age of majority in your state or province of residence (whichever is greater), operate a business, have the legal capacity to enter into a binding contract with us, and have read this Agreement and understand and agree to its terms.

SECTION 2 – WEBSITE USER CONDUCT AND RESTRICTIONS

All aspects of our Websites are protected by U.S. and international copyright, trademark, and other intellectual property laws, including all design elements, text material, logos, taglines, metatags, hashtags, photographic images, personal stories, icons, video and audio clips, personal training sessions, marketing tips and strategies, and downloads. **No material on or provided through the Website may be copied, reproduced, distributed, republished, uploaded, displayed, posted, or transmitted in anyway whatsoever.** The Local Service Heroes and Shared Cost Marketing trademark and logo are proprietary marks of Local Service Heroes and the use of those marks is strictly prohibited unless otherwise provided for by these Terms. Nothing herein gives you the

right to use, copy, register as a domain name, reproduce, or otherwise display any logo, tagline, trademark, trade name, copyrighted material, patent, trade dress, trade secret, or confidential information owned by Local Service Heroes.

Subject to your continued strict compliance with all Terms, we provide you with a revocable, limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license to use the Websites. You acknowledge and agree that you do not acquire any ownership rights in any material protected by intellectual property laws.

You agree not to use or attempt to use the Websites in any unlawful manner. You further agree not to commit any unlawful act or attempt to commit any unlawful act on or through the Websites including, but not limited to: (1) hacking and other digital or physical attacks on the Website; (2) publishing vulgar, obscene, or defamatory material; or (3) any other unlawful act.

SECTION 3 – OUR PRIVACY POLICY AND YOUR PERSONAL INFORMATION

We respect your privacy and the use and protection of your and your business's non-public, personal information. Your submission of personal information through the Website is governed by our Privacy Policy. We reserve the right to modify our Privacy Policy in its reasonable discretion from time-to-time. Our Privacy Policy is incorporated into this Agreement by reference.

We reserve the right to use data you create and store on the website for product development purposes. We do use any personally identifiable information, or any data that may be sensitive or proprietary, such as names, account numbers, email addresses, or business names.

SECTION 4 - PROHIBITED USE OF THE SITE

You agree not to use or attempt to use the Website in any unlawful manner or a manner harmful to us. You further agree not to commit any harmful or unlawful act or attempt to commit any harmful or unlawful act on or through the Website including, but not limited to, refraining from:

- a. HARMFUL ACTS. Any dishonest or unethical business practice; any violation of the law; infliction of harm to our reputation; hacking and other digital or physical

attacks on the Website; use any device, software or routine that interferes with the proper functioning of the Websites or servers or networks connected to the Websites, or take any other action that interferes with another's use of the Websites; use any "robot," "spider" or other automatic or manual device or process for the purpose of compiling information on the Websites for purposes other than for a generally available search engine, including but not limited to any actions which spam, phish, pretext, spider, or scrape the Websites; otherwise collect or track the personal information of others; any violation of our rights, or any third party, including but not limited to use of any company name, service marks, or trademarks without prior written consent, including as metatags or hidden text.

- b. "SPAMMING" AND UNSOLICITED COMMUNICATIONS. We have zero tolerance for spam and unsolicited communications. Any communications sent or authorized by you reasonably deemed "spamming," or any other unsolicited solicitations (including without limitation postings on social media or third party blogs) will be deemed a material threat to our reputation and to the rights of third parties.
- c. OFFENSIVE COMMUNICATIONS. Any communication sent, posted, or authorized by you, including without limitation postings on any website operated by you, or social media or blog, which are: sexually explicit, obscene, vulgar, or pornographic; offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory; graphically violent; solicitous of unlawful behavior; or that violates the intellectual property rights of another.

SECTION 5 – INFORMATION YOU PROVIDE; REGISTRATION; USER NAMES AND PASSWORDS

As a Website user, you may be required to create an account for your business with us. You warrant that the information you provide us is truthful and accurate, and that you are not impersonating another person. You are responsible for maintaining the confidentiality of any password you may use to access your business's user account, and you agree not to transfer the password or user name, or lend or otherwise transfer your use of or access to your business's user account, to any unauthorized third party. You are fully responsible for all transactions with, and information conveyed to, under your business's user account. You agree to immediately notify us of any unauthorized use of your password or user name or any other breach of security related to your

business's user account. You and your business agree that we are not liable, and you will hold us harmless, for any loss or damage arising from your failure to comply with any of the foregoing obligations.

SECTION 6 – DISCLAIMER - YOUR BUSINESS'S INDIVIDUAL RESULTS WILL VARY

Every business is different, employing different strategic approaches and organizational structures, and is owned and operated by person's of varying experience, competence and motivation, and offer different services and products. Therefore, individual results will vary from user to user. YOUR BUSINESS'S INDIVIDUAL RESULTS WILL VARY DEPENDING UPON A VARIETY OF FACTORS UNIQUE TO YOUR BUSINESS, INCLUDING BUT NOT LIMITED TO YOUR LOCATION, BUSINESS MODEL, STAFF AND FACILITY SIZE, AND SERVICE AND PRODUCT OFFERINGS AND YOUR ABILITY TO UNDERSTAND, INTERPRET, INDEPENDENTLY ASSES AND VERIFY ANY AND ALL INFORMATION PROVIDED TO YOU AS A PAID MEMBER OF OUR WEBSITES.

With the exception of the specific terms of our Guarantee, we do not promise, guarantee, or warrant your business' success, income, or sales. You understand and acknowledge that we will not at any time provide sales leads or referrals to you directly or your business. Those businesses who purchase our services or products will receive access to marketing and operational strategies and tools and services. However, we do not guarantee your business's success and based upon many market factors that we cannot control, the tools and strategies we provide may or may not be applicable to your specific business. Further, we do not make claims that our tools, strategies, or other offerings will make your business any specific amount of money, and it is possible that you will not earn your investment back. We do not sell a business opportunity, "get rich quick" program, guaranteed system, franchise system, or a business in a box. You should not purchase our services or products if that is your expectation. Instead, you should purchase with the understanding that using the information and the tools and services purchased will take time and effort and may be applicable in some situations but not others. Also, we do not offer any tax, accounting, financial, or legal advice. You should consult your business's accountant, attorney, or financial advisor for advice on these topics.

SECTION 7 CONSOLIDATED TERMS FOR AGENT MEMBERSHIP, GUARANTEE AND TERMINATION

Clause 1: Definition of Referred Client and Billable Transactions

For the purposes of this Agreement, a "Referred Client" is any individual or entity who contacts Agent through our proprietary phone and communications system, including unique local phone numbers assigned to each marketing campaign or marketing type, for the purpose of listing, selling, or purchasing real estate. A 'Billable Transaction' includes: (a) the initial transaction (listing, sale, or purchase) by a Referred Client; (b) any subsequent transaction by the same Referred Client, including but not limited to purchasing a new property, whether individually or jointly (e.g., in cases of a couple separating, resulting in one or more purchase transactions); and (c) any transaction by a third party referred by the Referred Client to Agent as a direct result of our marketing efforts. All Billable Transactions originating from or that would not have occurred without the initial referral are subject to the Referral Fee outlined in Section [2].

Clause 2: Referral Fee Obligation

Agent agrees to pay us a referral fee of a percentage of the gross commission earned by Agent for each Billable Transaction, per the pricing table provided at the time our services are engaged, and as defined in Section [1]. Referral fees shall be calculated based on the Agent's commission received from the brokerage for each transaction, regardless of whether the commission is paid by the seller, buyer, or another party. Referral fees apply to all Billable Transactions completed within [24 months] of the initial referral date, unless otherwise agreed in writing.

Clause 3: Quarterly Billing and Payment Terms

We shall issue an invoice to Agent within [10 days] of the end of each calendar quarter for all referral fees owed for Billable Transactions closed during the prior quarter, as defined in Section [1]. Agent agrees to pay the full invoice amount directly to us within [14 days] of receipt via [approved payment methods, e.g., bank transfer, credit card, or digital payment platform]. Failure to pay the full invoice within [30 days] of the invoice date shall constitute a material breach of this Agreement, triggering the consequences outlined in Section [13]. Late payments shall incur a late fee of 10% per month on the

outstanding balance. We reserves the right to withhold any funds in Agent's marketing account dedicated to third-party marketing services (e.g., advertising campaigns managed by us) until all outstanding invoices are paid and a full reconciliation of Agent's transaction records is completed.

Clause 4: Monthly Transaction Reporting Requirement

Agent agrees to submit a monthly report of all closed Billable Transactions, including both initial and secondary transactions (e.g., purchases by Referred Clients or transactions by third parties referred by Referred Clients) originating from our marketing services, within [10 days] of the end of each month. Reports shall include, at minimum, the Referred Client's name, transaction type (listing, sale, or purchase), property address, closing date, and Agent's gross commission earned. Reports shall be submitted via our secure online portal or other designated method. Failure to submit complete and accurate reports may result in suspension from the referral network or additional verification requirements.

Clause 5: Access to Brokerage Transaction Data

Agent agrees to provide, or authorize their brokerage to provide, transaction reports or summaries for all Billable Transactions to us upon request, to verify closed transactions and calculate referral fees. Such reports may include redacted financial data not relevant to our referral fee calculation (e.g., unrelated commission splits or client financial details). Agent shall ensure brokerage cooperation by obtaining necessary permissions or providing the reports directly. We reserve the right to contact Agent's brokerage directly to request such reports, with Agent's consent as provided by this Agreement.

Clause 6: Right to Follow Up with Referred Clients

Agent agrees that we have the right to contact all Referred Clients sourced through our marketing efforts, including via our proprietary phone and communications system, to verify transaction status, confirm client satisfaction, and identify any subsequent transactions (e.g., purchases or third-party referrals) that qualify as Billable Transactions. Such follow-ups may occur at any time after the initial referral, including post-closing, and may be conducted via phone, email, or other communication methods. Agent shall not interfere with or discourage such client communications.

Clause 7: Tracking via Proprietary Phone and Communications System

We shall assign a unique local phone number to each marketing campaign and marketing type for each Agent, managed through our proprietary phone and communications system. Agent agrees to use these assigned numbers for all communications with Referred Clients for the initial transaction and to inform us of any subsequent transactions (e.g., purchases or third-party referrals) stemming from these clients. We shall use call logs, client data, and other system-generated records to track Referred Clients and verify Billable Transactions.

Clause 8: Obligation to Report Spin-Off Transactions

Agent acknowledges that Billable Transactions include any and all transactions that would not have occurred but for our initial referral, including but not limited to: (a) multiple purchase transactions by a Referred Client (e.g., dual purchases by a separating couple); (b) transactions by third parties referred by the Referred Client to Agent; and (c) any other transaction directly or indirectly resulting from the initial referral. Agent agrees to report all such transactions in the monthly reports required under Section [4] and to pay referral fees for each, as outlined in Section [2].

Clause 9: Verification and Audit Rights

We reserve the right to verify Agent's monthly transaction reports through client follow-ups, brokerage data requests, or cross-referencing with public real estate records (e.g., property transfer records from county recorder offices). Agent agrees to cooperate fully with any audit or verification process, including providing additional documentation within [5 days] of request. Failure to provide complete and accurate monthly transaction reports as required under Section [4], including omission of any Billable Transaction (e.g., initial sales, subsequent purchases, or third-party referrals), shall constitute a material breach of this Agreement, triggering the consequences outlined in Section [13]. Discrepancies identified through verification may result in adjusted invoices, additional fees, or initiation of an audit. We may withhold any funds in Agent's marketing account dedicated to third-party marketing services until the audit and reconciliation of transaction records are complete.

Clause 10: Confidentiality and Data Privacy

We agree to maintain the confidentiality of all transaction data provided by Agent or their brokerage, using such data solely for the purpose of verifying Billable Transactions and calculating referral fees. We shall comply with applicable data privacy laws, including but not limited to the California Consumer Privacy Act (CCPA), and shall limit data collection to information necessary for referral fee calculation. Agent agrees to redact non-relevant financial data from transaction reports, if preferred, provided the redacted reports include all required details (e.g., client name, transaction type, closing date, commission earned).

Clause 11: Consequences for Non-Compliance

Failure to comply with any term of this Agreement, including but not limited to timely submission of complete and accurate monthly transaction reports under Section [4], payment of quarterly invoices within [30 days] under Section [3], cooperation with verification and audit requests under Section [9], adherence to marketing review and approval obligations under Section [18], or compliance with non-disclosure requirements under Sections [16 and 17], shall constitute a material breach of this Agreement. Such breaches shall trigger the consequences outlined in Section [13], which may include, but are not limited to: (a) immediate deactivation of all unique phone numbers assigned to Agent for our marketing campaigns; (b) immediate forfeiture of Agent's exclusive geo-area, with us, reserving the right to reassign the geo-area to another real estate agent without further notice; (c) withholding of any funds in Agent's marketing account dedicated to third-party marketing services until a full reconciliation and audit of transaction records is completed; (d) suspension or termination from our referral and marketing network and program; (e) ineligibility for the refund guarantee under Section [15]; (f) additional fees or interest on unpaid amounts; (g) legal action to recover owed referral fees; or (h) reporting to Agent's brokerage or state licensing authority, at our discretion. Agent acknowledges that compliance ensures continued access to our high-value, pre-qualified leads, exclusive geo-area benefits, and eligibility for the refund guarantee under Section [15].

Clause 12: Dispute Resolution

Any disputes regarding referral fees, transaction reports, or invoice accuracy shall be resolved through the following process: (a) Agent shall notify us in writing within [10 days] of receiving an invoice, providing supporting documentation; (b) We shall review the dispute and respond within [15 days]; (c) if unresolved, both parties agree to

mediate in good faith before pursuing legal action. This process does not waive our right to pursue unpaid fees or enforce this Agreement.

Clause 13: Specific Consequences for Material Breaches

In the event of a material breach of this Agreement, including but not limited to: (a) failure to report any Billable Transaction (as defined in Section [1]) in the monthly transaction reports required under Section [4]; or (b) failure to pay any quarterly invoice in full within [30 days] of the invoice date under Section [3], We reserve the following rights, which may be exercised immediately and without further notice to Agent, in addition to any remedies under Section [11]:

- a. Deactivation of Phone Numbers: We may deactivate all unique local phone numbers assigned to Agent for marketing campaigns managed through our proprietary phone and communications system, halting all lead generation activities until compliance is achieved.
- b. Forfeiture of Exclusive Geo-Area: Agent shall immediately forfeit any exclusive geographic area assigned by us, and we may reassign the geo-area to another real estate agent without further notice or obligation to Agent.
- c. Withholding of Marketing Account Funds: We may withhold any funds in Agent's marketing account dedicated to third-party marketing services (e.g., advertising campaigns managed by us) until a full reconciliation and audit of Agent's transaction records is completed, confirming all Billable Transactions and referral fees owed.
- d. Audit Initiation: We may initiate a comprehensive audit of Agent's transaction records, using client follow-ups, brokerage data requests, or public real estate records, to identify unreported Billable Transactions. Agent shall bear the reasonable costs of such audit if discrepancies are found. Agent acknowledges that these consequences are necessary to ensure the integrity of our referral fee system and the value of its marketing services.

Clause 14: Reinstatement After Non-Compliance

In the event of a material breach resulting in deactivation of phone numbers, forfeiture of exclusive geo-area, or withholding of marketing account funds, Agent may apply for reinstatement by: (a) submitting all outstanding transaction reports and payments, including any applicable late fees; (b) cooperating fully with any audit or reconciliation process; and (c) paying any audit costs incurred by us if discrepancies were found. Reinstatement is at our sole discretion, and the exclusive geo-area may not be restored

if reassigned to another agent. Any withheld marketing account funds may be released upon successful reconciliation, less any amounts owed to us.

Clause 15: Refund Guarantee

We guarantee that, if Agent has not recovered the total amount of service fees paid to us and third-party marketing and advertising spend managed by us within the first [12 months] of this Agreement through commissions earned from Billable Transactions (as defined in Section [1]), We shall refund all monies paid by Agent for services and third-party ad spend during that period. This guarantee is subject to the following conditions: (a) Agent must be in good standing with all terms of this Agreement, including but not limited to timely submission of transaction reports, payment of invoices, cooperation with audits, adherence to marketing review obligations, and compliance with non-disclosure requirements; and (b) all marketing campaigns created by us must have been deployed as scheduled during the 12-month period, without interference or delay by Agent. Failure to meet these conditions renders Agent ineligible for the refund guarantee. Agent must submit a written request for the refund within [30 days] of the end of the 12-month period, accompanied by documentation of commissions earned from Billable Transactions, and submit, in writing that you have fully disclosed all billable transactions.

Clause 16: Non-Disclosure of Operating and Strategic Details

Agent agrees not to disclose any operating or strategic details related to our marketing services, including but not limited to the structure, execution, tracking, or optimization of marketing campaigns, the functionality of our proprietary phone and communications system, or any proprietary methods used to generate, track, or manage leads, to any third party without our explicit prior written consent, unless required by law. If disclosure is legally required, Agent shall notify us in writing at least [10 days] prior to disclosure, or as soon as practicable, to allow us to seek protective measures. Violation of this clause constitutes a material breach of this Agreement, triggering the consequences outlined in Sections [11 and 13].

Clause 17: Non-Disclosure of Business Conversion Strategy

Agent agrees not to disclose any details regarding our strategic methods for converting Agent's business from a standard real estate agent operating under a brokerage to an

independent business entity that can be sold to another agent, a brokerage, or an independent investor who is not an agent or broker. This includes, but is not limited to, strategies for structuring, marketing, or valuing the business for sale, as well as any related tools, processes, or data provided by us. Disclosure to any third party without our explicit prior written consent is prohibited, unless required by law. If disclosure is legally required, Agent shall notify us in writing at least [10 days] prior to disclosure, or as soon as practicable. Violation of this clause constitutes a material breach of this Agreement, triggering the consequences outlined in Sections [11 and 13].

Clause 18: Non-Interference and Marketing Review Obligations

Agent agrees not to interfere with our marketing strategy or its execution, including but not limited to modifying, redirecting, or obstructing campaigns created and deployed by us on Agent's behalf. Agent shall review all marketing materials prior to deployment to ensure compliance with their branding, contact information, and any requirements imposed by their brokerage or applicable law, providing approval or feedback within [3 business days] of receipt. Agent shall also review and approve any offers included in marketing campaigns to confirm alignment with their business model and ability to honor the offer in terms of time and, where applicable, financial commitments. Agent agrees to verify that all marketing and offers do not violate any laws, regulations, or brokerage policies, notifying us of any issues within [3 business days]. Failure to review or approve materials in a timely manner, or interference with marketing execution, constitutes a material breach of this Agreement, triggering the consequences outlined in Sections [11 and 13]. Agent acknowledges that timely review ensures effective campaign deployment and compliance with legal and brokerage requirements.

Clause 19: Access to Marketing and Prospect Data

Agent acknowledges that they shall have full access to all data and reports on our platforms pertaining to marketing campaigns and prospect interactions related to their account. This includes, but is not limited to, call logs from our proprietary phone and communications system, campaign performance metrics, and prospect contact details. Data access shall be provided through a secure online portal, and Agent agrees to use such data solely for the purpose of managing leads and transactions generated by our services, in accordance with applicable data privacy laws.

Clause 20: Marketing Creation and Deployment Responsibility

Agent acknowledges that we are solely responsible for creating, deploying, tracking, and optimizing all marketing campaigns on Agent's behalf, using our proprietary phone and communications system and other tools. We shall assign unique local phone numbers for each campaign and marketing type, track campaign performance, and optimize strategies based on data to maximize lead generation and conversions. Agent agrees to cooperate by providing necessary information (e.g., branding, contact details) and adhering to review obligations under Section [18].

Clause 21: Onboarding Fee

Agent acknowledges that the onboarding fee charged by us is a one-time charge to cover the strategic creation of a long-term marketing strategy tailored to Agent's business and exclusive geo-area. This fee is non-refundable, except as provided under the refund guarantee in Section [15], and is separate from the quarterly referral fees outlined in Section [2].

Clause 22: No Additional Fees Without Consent

Agent acknowledges that, beyond the one-time onboarding fee and the quarterly referral fees for Billable Transactions as outlined in Sections [2 and 21], we shall not charge any additional fees for services provided under this Agreement without Agent's prior written consent. Any additional fees, if proposed, shall be optional and shall not inhibit or interfere with the continuity of services agreed to herein. Agent shall be notified in writing of any proposed additional fees or supplementary services, with a clear explanation of their purpose and impact.

Clause 23: Cancellation of Membership

Agent may cancel their membership with us at any time by providing written notice of cancellation to us at least [90 days] prior to the desired termination date. If Agent cancels within the first [12 months] of this Agreement, no refunds of any fees, including the onboarding fee or service fees, will be provided, and the refund guarantee under Section [15] shall become null and void. Cancellation is contingent upon Agent's payment of all outstanding quarterly referral fees, as outlined in Section [3], being up to date at the time of notice. Upon receipt of the cancellation notice, Agent immediately forfeits their exclusive geographic area, and we reserve the right to reassign the geo-

area to another real estate agent at our sole discretion and without further notice to Agent. We further reserve the right to terminate or redirect all referrals to another agent effective on the [90th day] following receipt of the cancellation notice. Any unused funds in Agent's marketing account designated for payment to third-party marketing services shall be refunded to Agent within [30 days] of the termination date, following the 90 day notice period. Termination of membership does not release Agent from their obligation to pay all required referral fees for Billable Transactions closed during the final quarter of their membership, as invoiced per Section [3].

Clause 24: Valuation of MICMO

For the purposes of estimating the value of a Micro-Monopoly for forecasting GCI estimates and potential sale value, the value of your Micro-Monopoly is based on a valuation that we feel reflects the business's intrinsic value, adjusted for risk, growth potential, and strategic synergies using the discounted cash flow (DCF) method. It is comprised of the following 5 core elements:

1. Projected Free Cash Flows (FCF). This includes forecasting revenue growth, operating margins, working capital changes, and capital expenditures, as well as realistic assumptions about growth rates, market conditions, and competitive dynamics.
2. Discount Rate (Weighted Average Cost of Capital, WACC). The rate used to discount future cash flows to their present value, reflecting the business's risk and cost of capital.
3. Terminal Value (TV). The Micro-Monopoly's value beyond the explicit forecast period, often calculated via the Perpetuity growth model and exit multiple to make sure it aligns with long-term growth rates.
4. Risk and Sensitivity Analysis. Scenario Testing: Evaluate how changes in key assumptions (e.g., growth rates, discount rates) impact valuation, and key risk, which include market volatility, competitive threats, and operational risks affecting cash flow stability, as well as regulatory or technological disruptions in the industry.
5. Intangible Assets and Competitive Advantages: Intangibles: Brand value, patents, customer relationships, and proprietary technology that can enhance cash flow durability. Also, market Position: A strong competitive moat (e.g., unique products, low customer churn) supports long-term cash flow projections.

Clause 25: Joint Responsibility for Unauthorized Disclosure

(a) If the Receiving Party discloses Confidential Information to any third party (e.g., a friend, family member, colleague, or other individual or entity) without the Disclosing Party's prior written consent, and that third party uses or further discloses the Confidential Information in violation of this Agreement, both the Receiving Party and the third party shall be jointly and severally responsible for any resulting damages, losses, or liabilities incurred by the Disclosing Party.

(b) The Receiving Party shall ensure that any third party to whom they disclose Confidential Information (with consent) is bound by confidentiality obligations at least as protective as those in this Agreement. Failure to secure such obligations does not relieve the Receiving Party of responsibility for the third party's actions.

(c) This provision applies to any misuse or disclosure by a third party, including but not limited to soliciting the Disclosing Party's clients, replicating the Micro-Monopoly, or sharing marketing strategies, regardless of whether the third party was authorized to receive the information.

SECTION 8 – YOUR RESPONSIBILITIES IN RUNNING YOUR BUSINESS

You are solely and exclusively responsible for complying with any and all applicable laws and regulations in running your business, including, but not limited to, all laws governing advertising and marketing claims, subscriptions, refunds, premium offers, tax laws, and all additional laws applicable to your business. We shall have no liability for your or your business's violation of any laws. You are solely and exclusively responsible for collecting and reporting any and all sales and use tax, and any other taxes, which may apply to sales of products or services by your business. We shall not be responsible to collect or report any taxes which may apply to your business or sales of products or services by your business. You agree to indemnify Us as set out below in the event that you and/or your business violates any law and a claim is threatened or asserted against us as a result. You understand and agree that in running your business, transactions may be subject to sales tax, and that it is your sole and exclusive responsibility to collect and report such tax for sales to your customers.

SECTION 9 – TESTIMONIALS, REVIEWS, AND PICTURES/VIDEOS

We are pleased to hear from users and clients and welcome your comments regarding our services and products. We may use testimonials and/or product reviews in whole or in part together with the name, city, and state of the person submitting it. Testimonials may be used for any form of activity relating to our services or products, in printed and online media, and we determine this at our sole and exclusive discretion. Testimonials represent the unique experience of the participants and businesses submitting the testimonial, and do not necessarily reflect the experience that you and your business may have using our services or products. As set forth above, your business's results will vary depending upon a variety of factors unique to your business and market forces beyond our control.

Anything that you or your business submit or post to the Websites and/or provide us, or post on any social media or other site about us, including without limitation, photographs, testimonials, ideas, know-how, techniques, questions, reviews, biographies, your business's name, comments, and suggestions is and will be treated as non-confidential and non-proprietary, and we shall have the royalty-free, worldwide, perpetual, irrevocable, and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, and create derivative works from such submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such submissions. You and your business agree that this authorization and license may be assigned by us to any other party.

Additionally, we reserve the right to correct grammatical and typing errors, to shorten submissions prior to publication or use, and to review all submissions prior to publication or use. We shall be under no obligation to use any, or any part of, any submission.

SECTION 10 – DISCLAIMERS OF OTHER WARRANTIES

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW:

YOU EXPRESSLY AGREE THAT YOUR AND YOUR BUSINESS'S USE OF, OR INABILITY TO USE, THE WEBSITES IS AT YOUR AND YOUR BUSINESS'S SOLE RISK. THE WEBSITES AND THE MATERIALS, INFORMATION, AND SERVICES CONTAINED AND OFFERED ON THE WEBSITES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO CLAIMS, AND EXPRESSLY DISCLAIM ANY AND ALL, REPRESENTATIONS AND WARRANTIES AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, AND/OR COMPLETENESS OF ANY INFORMATION ON THIS WEBSITE. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR OR YOUR BUSINESS'S USE OF OUR WEBSITES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITES WILL BE ACCURATE OR RELIABLE. YOU AND YOUR BUSINESS AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE WEBSITES FOR INDEFINITE PERIODS OF TIME OR CANCEL THE WEBSITES OR ANY SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU OR YOUR BUSINESS.

SECTION 11 – LIMITATIONS OF LIABILITIES

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO CASE SHALL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY, OR OTHERWISE, ARISING FROM YOUR OR YOUR BUSINESS'S USE OR ATTEMPTED USE OF ANY PART OF THE WEBSITE OR ANY SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR OR YOUR BUSINESS'S USE OR ATTEMPTED USE OF THE WEBSITE OR ANY SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE WEBSITE OR ANY CONTENT OR SERVICE POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE, EVEN IF ADVISED OF THEIR POSSIBILITY.

IF, NOTWITHSTANDING THE LIMITATION OF LIABILITY SET FORTH ABOVE, WE ARE FOUND LIABLE UNDER ANY THEORY, OUR LIABILITY AND YOUR AND YOUR BUSINESS'S EXCLUSIVE REMEDY WILL BE LIMITED TO THE LESSER OF (I) USD \$1,000.00, OR (II) THE TOTAL AMOUNT OF MONEY YOU OR YOUR BUSINESS PAID TO LOCAL SERVICE HEROES IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT ON WHICH YOUR OR YOUR BUSINESS'S ALLEGED CLAIM IS BASED.

THIS LIMITATION OF LIABILITY SHALL APPLY FOR ALL CLAIMS, REGARDLESS OF WHETHER WE WERE AWARE OF OR ADVISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES OR SUCH CLAIMS. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU OR YOUR BUSINESS.

SECTION 12 – DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR AND YOUR BUSINESS’S RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AND YOUR BUSINESS AGREE THAT ANY CLAIM THAT YOU OR YOUR BUSINESS MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU AND YOUR BUSINESS AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU OR YOUR BUSINESS WOULD HAVE IF YOU OR YOUR BUSINESS WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST. YOU AND YOUR BUSINESS AGREE TO ONLY BRING A CLAIM IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

YOU AND YOUR BUSINESS FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THESE TERMS OF USE AS A COURT WOULD.

If you or your business has a complaint, dispute, or controversy, you and your business agree to first contact us at support@localserviceheroes.net or through one of the many contact points, chat and ticket systems readily available on the Websites to attempt to resolve the dispute or controversy informally. Any controversy or claim arising out of or related to the use of the Website, any service, product, or information, or your and your business’s relationship with us that cannot be resolved through such informal process or through negotiation within 120 days shall be resolved by binding, confidential

arbitration administered by the American Arbitration Association (“AAA”), and judgment on the award rendered may be entered in any court having jurisdiction thereof. We agree that any claim we may have against you or your business will also be subject to this arbitration provision, except as provided below. The arbitration will be conducted by a single neutral arbitrator in the English language in Fort Myers Beach, Florida, unless we both agree to conduct the arbitration by telephone or written submissions. The arbitrator shall be selected by agreement of the parties or, if the parties cannot agree, chosen in accordance with Rules of the AAA. The arbitration will be conducted in accordance with the provisions of the AAA’s Commercial Arbitration Rules and Mediation Procedures, in effect at the time of submission of the demand for arbitration. The AAA’s Rules are available at www.adr.org or by calling 1-800-778-7879. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms of Use, the Privacy Policy, this arbitration provision, and any other terms incorporated by reference into these Terms of Use. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce this provision against you, your business, or against us.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s Rules. In all other respects, and regardless of which party partially or fully prevails, the parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses.

The arbitrator shall follow the substantive law of the State of Florida without regard to its conflicts of laws principles. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

You, your business, and we agree that disputes will only be arbitrated on an individual basis and shall not be consolidated on a class wide or other representative basis, nor consolidated with any other arbitration(s) or other proceedings that involve any claim or controversy of any other party. You, your business, and we expressly waive any right to pursue any class or other representative action against each other

Failure or any delay in enforcing this arbitration provision in connection with any particular claim will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other claims except that all claims must be brought within 1 year after the claim arises (the 1 year period includes the 120-day informal resolution procedures described above).

This arbitration provision sets forth the terms and conditions of our agreement to final and binding confidential arbitration and is governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended.

This provision survives termination of your account or relationship with us, bankruptcy, assignment, or transfer. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

YOU UNDERSTAND THAT YOU AND YOUR BUSINESS WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION PROVISION.

Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$5,000.00.

SECTION 13 – ADDITIONAL REMEDIES

In order to prevent or limit irreparable injury to us, in the event of any breach or threatened breach by you or your business of the provisions of this Agreement or any infringement or threatened infringement by you or your business of our intellectual properties, or a third-party, we shall be entitled to seek a temporary restraining order and

preliminary and permanent injunctions or other equitable relief from a court of competent jurisdiction located in Fort Myers Beach, Florida enjoining such breach, threatened breach, infringement, or threatened infringement. Nothing in this Agreement shall be construed as prohibiting us from pursuing in court any other remedies available to it for such breach, threatened breach, infringement, or threatened infringement, including the recovery of monetary damages from you and your business. You and your business hereby irrevocably consent to the exclusive personal jurisdiction of, and exclusive venue in, the courts of Fort Myers Beach, Florida for all such claims, and forever waive any challenge to said courts' exclusive jurisdiction or venue.

SECTION 14 – INDEMNIFICATION

To the fullest extent permitted by law, you agree to defend, indemnify, and hold us harmless, our directors, officers, employees, shareholders, licensors, independent contractors, subcontractors, suppliers, affiliates, parent companies, subsidiaries, and agents from and against any and all claims, actions, loss, liabilities, damages, expenses, demands, and costs of any kind, including, but not limited to attorneys' fees and costs of any litigation or other dispute resolution, arising out of, resulting from, or in any way connected with or related to (1) your use, misuse, or attempt to use the Websites, information, services, or products, (2) information you submit or transmit through the Websites, (3) your breach of these Terms, the documents they incorporate by reference, the Agreement, or the representations and warranties provided by you in this Agreement, or (4) your violation of any law or the rights of a third-party.

SECTION 15 – NOTICE AND TAKEDOWN PROCEDURES; COPYRIGHT AGENT

If you believe that materials or content available on any of our Websites infringes any copyright you own, you or your agent may send us a notice requesting that we remove the materials or content from our websites. If you believe that someone has wrongly filed a notice of copyright infringement against you, you may send us a counter-notice. Notices and counter-notices should be sent by email to: support@localserviceheroes.net. You may also contact us through various contact points on any of our Websites, or through our chat and ticket systems.

SECTION 16 – THIRD-PARTY LINKS

The Websites may contain links to other websites. We assume no responsibility for the content or functionality of any websites to which we provide a link. Please see our Privacy Policy for more details.

SECTION 17 – TERMINATION

This Agreement will take effect (or shall re-take effect) at the time you click “SUBMIT,” “I ACCEPT,” “I AGREE,” or similar links or buttons, otherwise submit information through the Websites, respond to a request for information, or begin installing, accessing, or using the Website in any form, whichever is earliest. If, in our sole discretion, you or your business fail, or we suspect that you or your business have failed, to comply with any term or provision of the Agreement, we may terminate the Agreement or suspend your and your business’s access to the Websites at any time without notice. All representations, warranties, and other obligations made or undertaken by you, shall survive the termination of this Agreement and/or your account or relationship with us.

Upon termination, you and your business remain responsible for any outstanding payments to us on a non-prorated basis.

YOU AGREE THAT NO REFUNDS WILL BE GIVEN FOR ANY PAYMENTS MADE FOR SERVICES PROVIDED BY US. YOU AGREE THAT YOU HAVE ACCESS TO PROPRIETARY DIGITAL INFORMATION PROVIDED TO YOU UNDER LICENSE BY US, AND ONCE ACCESSED, DEFINED AS THE PROVISION BY US TO YOU, OF LOGIN CREDENTIALS, NO REFUNDS WILL BE MADE AVAILABLE.

YOU MAY TERMINATE YOUR RELATIONSHIP WITH US AT ANY TIME BY SENDING AN EMAIL TO SUPPORT@LOCALSERVICE HEROES, OR THROUGH ANY OF OUR WEBSITES VIA MESSAGING US THROUGH OUR CHAT AND TICKET SYSTEM OR THROUGH THE VARIOUS CONTACT FORMS. GIVEN THE NATURE OF OUR SERVICES, WHICH INCLUDE VIDEO AND OTHER DOWNLOADABLE MATERIAL, THERE ARE NO REFUNDS UNDER ANY CIRCUMSTANCES. YOUR ACCESS WILL CONTINUE UNTIL THE END OF YOUR BILLING PERIOD UNLESS YOUR ACCOUNT AND ACCESS IS CANCELED BY YOU OR BY US.

SECTION 18 – USE OF CONTENT

YOU ARE GRANTED A LIMITED USE LICENSE TO DIGITAL PRODUCTS AND INFORMATION THROUGH OUR WEBSITES, OR PROVIDED BY EMPLOYEES DIRECTLY. YOU MAY USE THE INFORMATION AS INTENDED WITHIN YOUR BUSINESS. YOU MAY PROVIDE ACCESS TO THE INFORMATION TO PERSONS WITHIN YOUR BUSINESS RESPONSIBLE FOR SALES AND MARKETING ACTIVITIES AND MANAGEMENT. YOU MAY NOT SHARE OR TRANSMIT ANY OF THE INFORMATION OUTSIDE OF YOUR BUSINESS, IN WHOLE, OR IN PART, IN ANY WAY. YOU, AS THE BUSINESS OWNER ACCEPTS ALL LIABILITY FOR ACCESS TO, AND USE OF ALL INFORMATION PROVIDED TO YOU BY US. YOU AGREE THAT WE HAVE THE RIGHT TO TRACK THE INFORMATION WE PROVIDE TO YOU BY ANY LAWFUL MEANS, AND INVESTIGATE ANY BREACHES WE DEEM TO HAVE TAKEN PLACE USING WHATEVER LEGAL MEANS WE DECIDE TO APPLY, AT OUR SOLE DISCRETION.

SECTION 19 DEFINITION OF MARKETING SERVICES PROVIDER

If you offer advertising or marketing services to local businesses then you can offer your services to members. For example, if you offer printing services, physical door to door delivery, digital marketing services, which may include design, content creation, digital advertising management, web design, or social media services. This is not an exclusive list.

SECTION 20 EXCLUSIVE OFFERS

As a marketing services provider you may post on the website your own Shared Cost Marketing offer as the member originating, or launching that particular marketing campaign, while being the exclusive marketing services provider for that campaign. In this case, participating members will not be able to invite competing quotes. Standard service fees apply.

SECTION 21 POSTING OF SPECIAL OFFERS

You may post, at no additional cost to you, special offers specific to Shared Cost Marketing offers. Special offers are not exclusive offers and members will be free to invite other marketing services providers to provide quotes.

SECTION 22 SERVICE FEES

Service fees are applied to Shared Cost Marketing transactions at rates based on the transaction type and are applied accordingly. Service fees are calculated on a pro-rata basis and charged as a percentage of the overall transaction cost, payable at the time the service provider is engaged to perform services. Service fees apply to you as a business engaging in Shared Cost Marketing, as well as to you as a Marketing Service Provider performing the marketing function service or services. If you are a Marketing Services Provider, payment for your services will be the accepted quote less our service fees. Service fees are inclusive of our service fees and fees charged to us by financial intermediaries facilitating payments.

SECTION 23 SYSTEM ACCESS & USAGE

Your monthly fee, billed annually unless otherwise agreed to, grants you unlimited access to all features and functions we offer for the duration of your subscription. For the purposes of using the website to perform various functions, you may share your login credentials within your organization, but not outside your organization. As the account holder you assume liability and responsibility for any access to, and use of your account.

SECTION 24 3rd PARTY API KEYS

We do not charge any usage fees associated with any functionality on the website related to communications, artificial intelligence (AI), or 3rd party data provision to you. In order to use the tools and functions on the website, you must enter the API keys of the 3rd party service provider into the system associated with the various tools. You will require an account with each 3rd party services and data provider, and all usage and data costs associated with the use of the tools and functions on the website are paid directly to the 3rd party service provider. We do not levy any incremental usage fees. It is your responsibility to maintain payments to 3rd party service providers to ensure continuity of usage of the tools and services on the websites. We do not offer support for 3rd party service providers on the website beyond ensuring technical functionality of those services through their APIs, as relating to functionality developed by us.

SECTION 25 LIABILITY FOR SYSTEM USAGE

We assume no liability with how you use the system when accessing the tools on the website using 3rd party services. It is your responsibility to ensure that you are compliant with the terms of service of all 3rd party service providers.

SECTION 26 REFERRALS & THE PARTNER BUILDING PROGRAM

The Partner Building Program was created, when made available, to facilitate your ability to create marketing relationships with other local businesses you may know to implement a wide range of marketing strategies. We also offer referral benefits in various ways, which may include gift cards, as permitted by law, through options as available to us, paid in increments of the number of stipulated referrals who become members.

SECTION 27 – NO WAIVER

No failure or delay on our part in exercising any right, power or remedy under this Agreement may operate as a waiver, nor may any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy, or the exercise of any other rights, power, or remedy under this Agreement. A waiver of any right or obligation under this Agreement shall only be effective if in writing and signed by us.

SECTION 28 – GOVERNING LAW AND VENUE

This Agreement and any issue or dispute arising out of or otherwise related to this Agreement or your or your business's access to or use of the Website, our Privacy Policy, or any matter concerning us shall be governed exclusively by the laws of the State of Florida without regard to its conflicts of laws principles. To the extent that any claim or dispute is found by the arbitrator or (if proper) a court of competent jurisdiction to be excluded from the arbitration agreement in Section 11 above, the parties agree any such claim or dispute shall be exclusively brought in and decided by the state or federal courts located in Fort Myers Beach, Florida, and you hereby irrevocably consent to the exclusive personal jurisdiction of, and exclusive venue in, such courts, and forever waive any challenge to said courts' exclusive jurisdiction or venue. All such claims must be brought on an individual and non-class, non-representative basis, and you forever waive any right to bring such claims on a class wide or representative basis. The parties will bear their own respective costs and attorneys' fees, regardless of which party prevails.

SECTION 29 – FORCE MAJEURE

We will not be responsible to you for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, “Force Majeure Event” shall mean: any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes beyond our control. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. We shall not be required to adjust any labor or other similar dispute except in accordance with applicable law.

SECTION 30 – ASSIGNMENT

We may assign its rights under this Agreement at any time, without notice. Your and your business’s rights and obligations under this Agreement cannot be assigned without our (or our assigns’) express written consent.

SECTION 31 – ELECTRONIC SIGNATURE

All information communicated on the Websites is considered an electronic communication. You and your business agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

SECTION 32 – CHANGES TO THE AGREEMENT

You can review the most current version of the Terms at any time. This agreement is applicable to, and available on <https://localserviceheroes.net>. We reserve the right, at our sole discretion, to update, change or replace any part of the Agreement, including the Privacy Policy by posting updates and changes to our Websites. It is your

responsibility to check our Website periodically for changes. Your and your business's continued use of or access to our Websites following the posting of any changes to the Agreement constitutes acceptance of those changes.

SECTION 33 – SEVERABILITY

If any provision of this Agreement is found by the arbitrator or (if proper) a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect and such provision may be modified or severed from this Agreement to the extent necessary to make such provision enforceable and consistent with the remainder of the Agreement.

SECTION 34 – ENTIRE AGREEMENT

These Terms, the Agreement, and any policies or operating rules posted by us on the Websites or in respect to the Websites constitutes the entire agreement and understanding between you and your business and us, and supersedes and replaces any prior or contemporaneous agreements, representations, communications, and proposals, whether oral or written. We may also, in the future, offer new services and/or features through the Websites. Such new features and/or services shall also be subject to these Terms, the Agreement, and any policies or operating rules posted by us on the Websites. Any ambiguities in the interpretation of these Terms or the Agreement shall not be construed against the drafting party.

SECTION 35 – CONTACTING US

We encourage our clients to contact us with questions or comments about our products and services or about these Terms. Please feel free to do so by sending an e-mail to support@localserviceheroes.net or support@masterdigitalproperties.com, or through any of the Websites through any of several methods, including the chat system, the ticket system, or through any of the contact and inquiry forms.

Notices to you may be made by posting a notice (or a link to a notice) on <https://localserviceheroes.net>, by e-mail, or by regular mail, at our discretion.