

# Local Service Heroes Terms of Use & Service

Last Update: August 18, 2024.

**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.**

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.**

**Table of Contents:**

1. Website Use
2. Website User Conduct and Restrictions
3. Our Privacy Policy and Your Personal Information
4. Prohibited Use of the Site
5. Information You Provide; Registration; User Names and Passwords
6. DISCLAIMER - YOUR BUSINESS' INDIVIDUAL SUCCESS WILL VARY
7. Terms of Guarantee as Applicable to First Year of Membership
8. Your Responsibilities in Running Your Business
9. Testimonials, Reviews, and Pictures/Videos
10. DISCLAIMERS OF OTHER WARRANTIES
11. LIMITATIONS OF LIABILITIES
12. DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER
13. Additional Remedies
14. Indemnification
15. Notice and Takedown Procedures; Copyright Agent
16. Third-Party Links
17. Termination and Refunds
18. Use of Content
19. Definition Of Marketing Services Provider
20. Exclusive Offers
21. Posting Of Special Offers

22. Service Fees
23. System Access & Usage
24. 3rd Party API Keys
25. Liability For System Usage
26. Referrals & The Partner Building Program
27. No Waiver
28. Governing Law and Venue
29. Force Majeure
30. Assignment
31. Electronic Signature
32. Changes to the Agreement
33. Severability
34. Entire Agreement
35. Contacting Us

## **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 or your business. Those businesses who purchase our services or products will receive access to marketing and operational strategies and tools. 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 tools 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 TERMS OF GUARANTEE AS APPLICABLE TO THE FIRST YEAR OF MEMBERSHIP**

The guarantee is not applicable following renewal of membership.

Guarantee: When you've spent at least \$500/mth on ads, over a year, through Shared Cost Marketing, and if you don't generate at least \$20,000 in revenue, we will refund 100% of your membership fee.

We believe that proper, diligent and consistent utilization of the tools, training and services offered through the website can result in meaningful and measurable results.

Non-use, or insufficient use, low activity levels, lack of diligence and effort will not generate meaningful results.

During the one year guarantee period, it is incumbent upon you, as a member to take the following minimum level of action:

Create or join a minimum of one Shared Cost Marketing Campaign where the TOTAL of your share of advertising expenses is a minimum of \$500, excluding administrative and transaction fees, targeting the same geographic area, and deploy them according to the instructions provided, with a minimum performance tracking period of thirty (30) days per campaign, which may run concurrently.

You agree to analyze the performance of the campaigns, and to optimize them using the Tools made available to you on the Websites, and by other means as you determine to be the best optimization method for any given marketing campaign.

You, and, or, your team agree to complete the training offered in the Business Accelerator & Sales Training part of the website.

Following the one year period, starting from the date of your participation in your first Shared Cost Marketing campaign, defined by the payment of your portion of the campaign, if you claim a refund, you agree that we can review your account activity and usage, and may request additional information from you to confirm you have applied "best efforts," measured against industry norms, to attain the results we guarantee.

## **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 nonproprietary, 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](http://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, 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 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 include the payment of \$100 in gift cards, through options as available to us, paid in increments of 5 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](mailto:support@localserviceheroes.net) or [support@masterdigitalproperties.com](mailto: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.