



# TERMS & CONDITIONS

This Service Agreement (“Agreement”) is entered into between Matthew J. Crawley LLC (“Company”) and the Individual or Company electronically signing this Agreement on MatthewJCrawley.com (“Customer”).

Thank you for choosing Matthew J. Crawley LLC to advise and implement our process exclusively for your business. We are excited to work with you to solicit large retail purchase orders for your product.

Customer and Company agree as follows:

## 1. Payment.

This Agreement is for a Monthly Recurring Product Promotion Service (“Service”) for a Monthly Plan (“Plan”) The Customer chooses the: Corporate Plan or White Glove Plan. The decision on which the Customer chooses is selected prior to the execution of this Agreement. The details of this Service provided to Customer is outlined in detail on our website, which was chosen to arrive at this Agreement page.

The amount charged for the Plan (“Payment”) recurs monthly (“Term”) and is equivalent to: Corporate Plan nineteen thousand five hundred (\$19,500) or The White Glove Plan nine thousand five hundred (\$9,500.00) dollars per month.

Each Payment is nonrefundable due to promotion of your product beginning immediately upon first Payment being submitted.

Each Payment is for one calendar month. For example, if first Payment is made, for the White Glove Plan, on the 15th of the month, then the second payment will be due on the 15th of the following month, and so on.

Initiating Payment is authorization to repeat the Payment each calendar month by the same means the initial Payment was made, be it by credit or debit card.

Any Payment not received for a Term or if the payment method is removed by Customer prior to a subsequent Payment being processed, all Services by Customer shall cease immediately.

## 2. Services.

Company shall provide services to Customer to solicit large retail locations (“Retailers”) for placement of Customer Product (“Product”) for e commerce (online) and/or physical location sales. Company shall use its experience, process and connections to put Product in front of the decision makers of large retailers for consideration and sale through Retailer stores and websites. The details of the actual services provided by Company are outlined in the Plan chosen by the Customer when accessing this Services Agreement.

## 3. No Guarantees.

Company does not warrant or guarantee any specific level of performance and/or degree of results. Every Customer Product is different and unique with multi-faceted application. Ultimately, Customer success relative to our Services is determined by many factors beyond Company’s control. Company may use previous examples of results obtained for other Customers, but such examples are not indicative of the results which will be achieved for Customer. The Company uses several marketing tools or other examples for demonstrative purposes only and these in no way should be construed by Customer as indicating any promised results or level of results. Ultimately, the decision to place a Product rests solely with Retailers and their decision makers.

4. Right to Cancel; Termination. The Customer has the right to terminate this Agreement at any time. To exercise this right to terminate this Agreement, Customer must send notice of such termination to Darren@MatthewJCrawley.com. Once Notice of Termination is received, Company shall continue its efforts to place Customer products with Retailers for the remainder of the Term for which payment has been received unless directed otherwise by Customer. Under no circumstances shall Customer be entitled to a refund of any portion or part of previous Payments.

## 5. Term.

This Agreement will commence on the date Payment is first made and will continue for a minimum period of approximately thirty (30) days, regardless of the Customers delivery of content, and will continue on a Term basis unless otherwise terminated by Company or Customer or unless otherwise agreed to by Company and Customer.

## 6. Customer Cooperation.

Company, from time to time, will request certain actions from Customer in regard to Customer Products. These requests could be at the request of Retailers or based on the knowledge and experience of Company. It is solely the Customer’s decision to entertain any such requests. Many Retailers require certain changes in a product to make a Product appropriate for a certain Retailer. Company has no control over such requests or the scope of such requests. There is no guarantee that any changes, even if made at the request of a Retailer, will result in placement or acceptance by such Retailer.

## 7. Placement of Product.

If a Retailer becomes interested in soliciting a Product for placement, a separate agreement will be required between Retailer and Customer. Company will advise Customer on standard practices in such agreements with Retailers but the ultimate decision to place a product, pricing, delivery and continuance of such placement, if any, shall rest solely with Customer. Any agreement between Retailer and Customer shall not involve Company as a party and Company shall not be responsible for any terms ultimately reached between Retailer and Customer, if any.

## 8. Limitation of Liability.

Company shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of product, profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of the Services. Company is not responsible for errors which result from faulty or incomplete information supplied to Company by Customer. Customer damages, if claimed, shall be limited to the most recent Payment made to Company should they seek damages against Company for any reason. Customer agrees any Product Samples (used by Company to submit to Retailers) used for the performance of the Services outlined in this Agreement shall not to be returned nor sold by Company. Company shall not be liable to Customer for any costs, damages or delays due to causes beyond its control, expressly including without limitation, unknown site characteristics; changes in policies, changes in terms of services of Retailers. Company shall not be responsible for any intellectual property protections regarding Product of Customer. It is solely the responsibility of Customer to ensure that any intellectual property protections for Product are in place PRIOR TO PROVIDING SAMPLE PRODUCTS TO COMPANY FOR SOLICITATION TO RETAILERS.

## 9. Dispute Resolution.

This Agreement shall be interpreted under the laws of the State of South Carolina. Company and Customer agree that any dispute regarding this Agreement, or any Services provided to Customer in reliance upon this Agreement, and any claim made by Customer of any kind against Company, shall be filed in Charleston County, South Carolina. Any controversy in the amount of \$7,500.00 or less shall be filed in the Magistrate Court of Charleston and no other jurisdiction. Any amount in controversy over \$7,500.00 shall be filed in the County of Charleston Common Pleas Court.

## 10. Communications With Customer.

Customer agrees that the main method of communication is to be via email, the email address to use Darren@matthewjcrowley.com. If Customer to speak directly with a representative via telephone, Customer shall send a written request via email to Company for such call. Company shall make every effort to arrange for a call as quickly as possible, keeping all request of other Customers in the order they are received. There is not guarantee that any call will take place in the timeframe desired by Customer and all such calls shall be on a first come first served basis and based on the availability of Company representatives. Company’s office hours are based on Eastern Standard Time. Company will make every effort to respond to emails within 24-48 hours excluding weekends and standard federal holidays.

## 11. Entire Agreement; Modifications.

This Agreement is the final, complete and exclusive Agreement between Company and Customer. No modification of or amendment to this Agreement shall be effective unless in writing and signed by both Company and Customer. Any and all communications or agreements between Customer and Company prior to the execution of this Agreement shall not be binding, and this Agreement shall control.

## 12. Execution.

This Agreement shall be executed by electronic means only, and shall have the same effect of being executed by both Company and Customer as if done so by hand. Customer authorizes Company to fully rely on the electronic signature of Customer relative to the individual executing as authorized to execute such Agreements and Company shall be entitled to rely upon such signature as representative of Customer.

## 13. Severability.

Any portion, paragraph or section of this Agreement found to be unenforceable at law, such portion, paragraph or section shall not affect the remaining portions, paragraphs or sections of this Agreement and they shall remain binding on Company and Customer.

## 14. Plain Meaning.

Each and every term in this Agreement shall be given its plain and ordinary meaning, and every technical term shall be given its plain and ordinary technical meaning.

## 15. Headings.

Headings, captions or titles to sections or paragraphs are for that use only and shall not be construed to be a part of this Agreement.

## 16. Indemnification, Hold Harmless, Duty to Defend.

Customer shall defend, indemnify and hold harmless Company for any and all claims of damages by any third party, or Retailers, for any claimed damages relating to Product or the Services provided by Company pursuant to this Agreement on behalf of Customer

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