



## Terms and Conditions

**Term:** The initial term of this Agreement is six (6) months beginning on the Effective Date ("Initial Term"). The Initial Term of this Service Agreement will automatically renew for an additional six month period unless at least thirty (30) days prior to the end of the Initial Term, or the then running extended term, either party gives the other party written notice of its intention not to extend the term further.

**Grant of Rights:** PM Consulting hereby owns all trademarks, and service marks associated with the Products including PM Consulting Management Programs. PM Consulting owns all rights and title to copyrights for PM Consulting Marketing. PM Consulting is owner of all processes, permutable or otherwise in the Products as a business method. PM Consulting hereby grants Client limited use in the rights to use the works and methods for the term of the agreement and under the terms of this agreement.

**Terms of Termination:** This is a legally binding contract for the terms provided herein. Client may use PM Consulting for the terms of the agreement. After the termination of this agreement Client agrees that it will not use PM Consulting Marketing without knowledge of PM Consulting. Client also agrees to delete any electronically stored copies of PM Consulting Marketing material and or programs. Charges will commence on the executed date of the agreement. If the account becomes delinquent services will be suspended until account is brought current

**Cancellation:** Client may not terminate this agreement during the first 4 months of the initial term for any reason. After the initial 4 month period, this agreement may be cancelled at any time by either party with a written 30-day notice. If Client does not cancel agreement before 30 days prior to current billing month Client will be billed for service. PM Consulting agrees to continue management of said agreement until final date of cancellation.

**Past Due:** Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due.

**Indemnity, Confidentiality, Non-Circumvention:** Client agrees to indemnify and hold PM Consulting harmless against any losses, expenses, or damages incurred by Client because of claims related to or arising from Client conduct, including without limitation (a) any breach of this Agreement by Client; (b) any illegal violations of the intellectual of any third party under copyright, trademark, or patent of Canada or any other country. Client agrees to safeguard PM Consulting's Confidential Information to the best of their ability from unauthorized disclosure, access, use and misappropriation.

**Data Ownership:** All ads, websites, and social media pages relating to the Client, whether in existence at the Execution Date hereof or compiled thereafter in the course of performing the Services, shall be treated by PM Consulting as the exclusive property of the Client and the furnishing of or access to such items by the Client shall not grant any express or implied interest in or license to PM Consulting relating to such items other than as is necessary to perform and provide the Services to the Client.

**Entire Agreement:** These Terms and Conditions constitute the entire agreement of the Parties related to the subject matter hereof, and supersedes any and all prior representations, negotiations, agreements, and understandings, written and/or oral, between the Parties.

**Legal Dispute:** In the event of a legal dispute, PM Consulting shall have the rights to collect from the Client its reasonable cost and necessary disbursements and attorney's fees incurred in enforcing this agreement.