



Customer Agreement

Effective Date:
Customer:
Address:
Phone:
Email:
Participant:
Phone:
Email:

TERMS AND CONDITIONS OF SERVICE

1. **SERVICES.** Customer retains the Company to provide a social platform service (the “Service”) for the Participant based on the Schedule elected by Customer.

2. **TERM.** The initial term of this Agreement is thirty (30) days, which shall automatically renew for successive thirty (30) days terms unless either party terminates this Agreement by giving written notice to the other party at least thirty (30) days prior to the conclusion of the term. Notwithstanding the foregoing, the Company may terminate this Agreement immediately and at any time if Customer fails to satisfy its obligations under Section 3 or Section 4.

3. **PAYMENT.** Customer agrees to pay the Company the Tuition for the Service. The Tuition is due and payable to Company on or before the 5th day of each month to maintain continued enrollment in the program.

4. **ACKNOWLEDGMENTS.** Customer and Participant acknowledge that he/she have received the Company’s Code of Conduct and agree to abide by the Code of Conduct. Company reserves the right to and may, in its sole and absolute discretion, terminate this Agreement in the event of one or more violations of the Conduct of Conduct.

5. **NO REPRESENTATIONS AND WARRANTIES.** COMPANY MAKES NO REPRESENTATIONS, GUARANTIES, OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, GUARANTIES, AND WARRANTIES IN REGARD TO THE SERVICES.

6. **LIABILITY.** Customer agrees that in no event shall the Company be liable to Customer or Participant or any third party for damages of any type, including any incidental, indirect, special,

consequential, or exemplary damages, injuries, or losses. This limitation of liability is an essential part of the bargain under this Agreement. Customer, on behalf of Customer and Participant, waives any and all claims related to any content provided or observed during the provision of the Services.

7. **INDEMNIFICATION.** Customer shall indemnify and hold the Company harmless from and against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgment, including costs, attorney's fees, witness fees, and expenses, for death or injuries to persons or damage to property arising out of or in connection with the this Agreement, unless caused by the gross negligence or willful misconduct of the Company. If any claim covered by this indemnification provision is asserted against the Company, the Company shall give notice to Customer describing in reasonable detail the matters that give rise to a claim for indemnification, provided, however, that the failure to give notice shall have no effect on the obligation of Customer to indemnify the Company, except to the extent Customer is actually prejudiced thereby. The Company shall defend against any claim asserted in the manner it reasonably deems to be appropriate, and Customer shall be obligated to indemnify the Company and the Providers for the cost of the defense and any amounts that the Company may become obligated to pay as a result of the claim.

8. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.

9. **CHOICE OF LAW.** This Agreement is subject to and governed by the laws of the State of Texas. Each party hereby submits to the jurisdiction of the state courts in the State of Texas and to venue in Williamson County, Texas.

10. **ATTORNEY'S FEES.** Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, is additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

11. **EFFECT OF WAIVER AND CONSENT.** No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder will be deemed or construed to be a consent or waver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, will not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

12. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in this Agreement are for any reason invalid, illegal or unenforceable in any respect, to the extent such invalidity or unenforceability does not destroy the basis of the bargain among the Parties, such invalidity, illegality or unenforceability does not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Whenever required by the context, the singular number includes the plural and neuter includes the masculine or feminine gender, and vice versa. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

13. **MODIFICATIONS.** This Agreement contains the complete agreement between the Parties and cannot be varied except by the written agreement of the parties. The Parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

14. **NOTICES.** Any notice or communication required or permitted hereunder is deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail and addressed to the intended recipient at the address shown herein, and if so shown, then at the last known address according to the records of the party delivering the notice. Notice given in any other manner is effective if and when received by the addressee. Any address for notice may be changed by written notice delivered as provided herein.

15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and constitute one and same the instrument.

Company:

Customer:

Print Name: _____

Print Name: _____

Sign Here: _____

Sign Name: _____

(When completed digitally my typed name
represents my legal signature)

(When completed digitally my typed name
represents my legal signature)

Date: _____

Date: _____