



Invigorate Solutions LLC

Terms of Service

These Terms of Services apply to the Order Form (for internet web hosting services) and/or the Online Marketing Services and Website Design Development Agreement (“Agreement”) between Invigorate Solutions LLC, Company, d/b/a localmanagement.us, d/b/a Hirise Digital, d/b/a tecknow.com (“Consultant”), and Client. “Services” refers to the internet web hosting services, Online Marketing services such as SEO, PPC, PAID SOCIAL, SOCIAL MEDIA, VIDEO MARKETING or Mobile MARKETING etc. as governed by the Order Form submitted by the Client and, if the parties signed an Agreement, “Services” also refers to the Client’s internet world wide web site(s)(“Site”) designed/developed pursuant to Agreement(s) and related Proposal(s). Placement of information on the Consultant’s official site is an acknowledgment that Client has read and agrees to be bound by Terms of Service.

DEFINITIONS

As used herein and throughout this Agreement:

1.1 “Agreement” means the entire content of this document, the Proposal document(s) (if any), and the SOW, together with any other Supplement, Exhibits, or additional Schedules as may be attached hereto and incorporated herein by reference.

1.2 “Client Content” means all materials, information, photography, writings, and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 “Copyrights” means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4 “Services” means the service offering related to Online Marketing e.g., SEO, PPC, PAID SOCIAL, SOCIAL MEDIA, VIDEO MARKETING or Mobile MARKETING etc., Web hosting, Domain hosting, Email hosting or any other consulting services offered by Consultant to the Client.

The Terms of Service are updated from time to time and the most current version applies to the Agreement and/or Order form between Consultant and the Client to this Agreement. The updated Terms of Service are deemed to be in effect and binding on the date of amendment/posting to the internet. Client acknowledges the same and agrees to check Consultant official site routine www.localmanagement.us/terms.pdf, www.hirisedigital.com/terms.pdf, www.invigorateglobal.com/terms.pdf. Continued use of the Services by the Client after any updates to the Terms of Service means that the Client consents to the updated changes to the Terms of Service.



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Web Hosting Services. Subject to Client's satisfaction of Consultant credit approval requirement, Consultant agrees to provide the web hosting services reflected on the Order Form submitted by Client.

Domain Name Services. If Client's Order Form/Proposal provides for Consultant to register, renew or transfer a domain name ("Domain Name Services"), Consultant will submit the request to Godaddy.com ("Registrar"). Consultant is not responsible for any errors, omissions, or failures of Registrar. Client is responsible for closing any account with any prior reseller or Registrar for the requested domain name, and Client is responsible for responding to any inquiries sent to Client by Registrar. Client is solely responsible for renewals of the domain and to maintain valid and current information on file with the Registrar for any domain hosted on Consultant network.

Consultant is not responsible for notifying Client of any impending domain-related expiration dates. Generally, Client must submit a renewal request at least 45 days prior to the expiration of the domain. Client must keep its WHOIS information accurate and up to date. The e-mail address for the Administrative Contact in the WHOIS database must be the same as Client's billing e-mail address in Consultant records, and Consultant may, but is not required to, change the e-mail address to comply with this requirement, if necessary. Domain names may not be transferred within the first sixty (60) days of initial registration. Client's rights to any domain name are governed by the rules and regulations of ICANN, the Registrar, and applicable law. Please note that requests for domain name transfers may not succeed for a variety of reasons not within Consultant control and Consultant is not responsible for any failure of any domain name request of any kind.

Client waives any and all claims which it may have against Consultant for any loss, damage, claim or expense arising out of or in relation to the Domain Name Services, including but not limited to registration, registration in any on-line or off-line network directories, membership lists or registration lists, or the release of the domain name from such directories or lists following the termination of the providing of this service by Consultant and/ or Registrar for any reason. All provisions of the Terms of Service apply to Domain Name Services, including but not limited to the warranty and indemnity provisions below. Client may not use a domain name which violates any laws nor infringes on a third party's trademark, service mark, or other proprietary right. Client is solely responsible and liable for the domain name and Domain Name Services.

Back Up Copy. Client agrees to maintain a current up to the minute copy of all of its content



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hosted by Consultant.

No Re-Sale/Transfer of Services. Reselling the Services, in whole or in part, is strictly prohibited without written approval from Consultant. Client may not transfer the Services, Proposal, Order Form, Agreement, nor Terms of Service (nor any rights or obligations under such documents) without prior written consent from Consultant' approval for any transfer/assignment is contingent on, among other things, the assignee meeting Consultant credit approval criteria. Consultant may assign all or any part of the Services, Agreement, Proposal, Order Form or Terms of Service.

Term. The initial term of each of Client's Services shall begin on the date ("Services Commencement Date") that Consultant generates an e-mail welcome message announcing the activation of the Service ordered and shall continue for the number of months stated on the Order Form ("Initial Term"). Upon expiration of the Initial Term, this Terms of Service shall automatically renew for successive renewal terms of the same length as the Initial Term ("Renewal Term") unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term. The Initial Term and any Renewal Term may be referred to collectively herein as the "Term."

Fees. (this section applies to web hosting and Online Marketing "Services," see the Proposal and Agreement for standalone web design-related projects)

Recurring Fees. The per month fee for the Services specified on the Order Form is the Recurring Fee. Beginning on the Services Commencement Date, unless otherwise specified on Client's Order Form, Client agrees to pay the Recurring Fee in advance on the first day of each billing cycle ("Due Date"), without invoice. The billing cycle for Recurring Fees is specified on the Order Form.

- **Non-Recurring Fees.** If Client requests Consultant to perform Domain Name Services, Client will be charged a Domain Registration Fee as specified on the Order Form. If Client uses bandwidth or disk space in excess of that provided on the Order Form, Client agrees to pay an Overage Fee for such excess amounts. Consultant may charge a Set-Up Fee for certain Services; a fee for credit card charge backs ("Charge Back Fee"); and other non-recurring fees relating to the Services. Domain Registration Fees, Overage Fees, Set Up Fees, Charge Back Fees, Reinstatement Fee (as defined below) and all other non-recurring fees relating to the Services are collectively referred to as Non-Recurring Fees. Client agrees to pay all Non-Recurring Fees when they are incurred.



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- **Fee Increases.** Recurring Fees and Non-Recurring Fees are collectively referred to as “Fees” or individually as “Fee.” Consultant may increase any or all Fees by giving notice to Client not less than thirty days (30) days prior to the beginning of a Renewal Term or if the contract is on month-by-month basis applicable to the particular Fee which is subject to increase. Such Fee increase shall be effective on the first day of the applicable Renewal Term. Unless Client gives notice to Consultant of Client’s intent not to renew the Services as provided in Section 3, Client is deemed to have accepted the increased Fee for the applicable Renewal Term and any subsequent Renewal Terms (unless the Fees are increased in the same manner for a subsequent Renewal Term.)

Payment. Payment of Fees (both Site design/development, SEO, PPC, SOCIAL MEDIA or web/email hosting) shall be made to Consultant by preferred method ACH.

Client accepts and approve to have Consultant Client’s Credit card authorization to keep on file. If invoice is not paid within 15 days from invoice date, then the credit card on file will be charged to avoid any service payment delay. Credit cards /Debit Card transactions are subjected to 3.5 % alternative payment method convenience fee. All invoices carry Due on Receipt payment terms.

Unless other payment method is agreed upon by both Parties, payment for invoiced services to Consultant are payable only by check or ACH. Payments should be mailed to:

Invigorate Solutions LLC
1700, N. Dixie Hwy, Suite # 121
Boca Raton, FL 33432

Late payments will incur a 1.5% late fee that is compounded monthly.

Client also approves credit or debit card (“Card”) in United States dollars. Client authorizes Consultant or an agent appointed by Consultant to charge Fees to the Card. Fees are non-refundable. Consultant may charge the Card for: (i) Recurring Fees and (ii) Non-Recurring Fees as incurred by Client. Fees charged but not disputed within sixty (60) days after the date that they are charged are conclusively deemed valid and owed. Client is required to provide Consultant with changes to billing information, such as credit card expiration and change in billing address. Unpaid Fees shall accrue interest at 1.5% per month or the maximum rate permitted by applicable law, whichever is less. In the event that any amount due Consultant is not paid after thirty (30) calendar days after payment is due, Consultant may charge the credit /debit card on file to cover the outstanding payment as well as may immediately terminate this Agreement, or withhold or suspend Services, in its sole discretion. Client agrees to pay Consultant reasonable costs of collection of overdue



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amounts, including collection agency fees, attorney's fees and court costs in the event Consultant has to seek legal grounds to collect amounts owed by Client.

Taxes. Client agrees to pay Consultant all sales, VAT or similar tax imposed on the provision of the Services (but not in the nature of an income tax on Consultant), regardless of whether Consultant fails to collect the tax at the time the Services are provided.

Applicable Law/Conduct Of User. Client is solely responsible and liable for Services content. Client agrees to use the Services in compliance with all applicable laws, these Terms of Service, the Agreement, Proposal and/or Order Form. This includes, without limitation, abiding by all copyright, trademarks, tort, obscenity, defamatory, spam, content and/or anti-terrorist laws or regulations.

Services may be suspended or terminated for any violation of laws, regulations or Terms of Service. Client is solely responsible for any such violation by Client or anyone using Client's Services, whether authorized by Client.

Client agrees that Consultant may, in its reasonable commercial judgment consistent with industry standards, amend the Terms of Service from time to time to further detail or describe reasonable restrictions and conditions on Client's use of Services. Client agrees to cooperate with Consultant reasonable investigation of any suspected violation of the Terms of Service. In the event of a dispute between Consultant and Client regarding the interpretation of the Terms of Service, Consultant' commercially reasonable interpretation of the Terms of Service shall prevail.

Placement of information on Consultant's website is an acknowledgment that Client has read and agrees to be bound by the terms and conditions in this Terms of Service. Any prior inquiries regarding same should be directed to Invigorate Solutions LLC d/b/a localmanagement.us at_abuse@localmanagement.us , abuse@invigorateglobal.com

Copyright & Trademark. Client warrants that it has the right to all information it uses and applicable trademarks, if any. Client may not use the Services to publish, distribute, or otherwise copy any music, software, art or other work protected by copyright law unless Client has been expressly authorized by the owner of the copyright for the work to copy the work in that manner or Client is otherwise permitted by established United States copyright law to copy the work in that manner. Client may not use a domain name that violates any law/regulation NOR infringes on a third party's trademark, service mark, or other proprietary



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right.

Prohibited Content. Content “published or transmitted” includes Web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet. Client may not publish or transmit: any unlawful, threatening, abusive, harmful, and/or unethical content including, but not limited to any content that violates the USA Patriot Act and/or U.S. export control laws, promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking, or is otherwise illegal or solicits conduct that is illegal under state, federal and/or international laws. any content that creates a risk to a person’s safety or health.

- Pornography of any type including, but not limited to content including obscenity and nudity of any form.
- any content that is excessively violent or that incites or threatens violence or contains harassing content or hate speech.
- any content that is unfair or deceptive such as chain letters and pyramid schemes.
- any content that is libelous, defamatory or violates a person’s privacy including, but not limited to any content that exposes confidential or proprietary information of another person, is intended to assist others in defeating technical copyright protections, infringes on another person’s intellectual property and/or infringes on any copyright, trademark and/or trade secret.
- any content that is obscene, offensive, profane or contains otherwise objectionable information of any kind, including any information encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate state, federal and/or international laws.
- any content that constitutes fraud pursuant to state, federal and/or international laws including, but not limited to the fraudulent charging of credit cards or disseminating credit card information of third parties without their knowledge.
- any content that compromises national security and/or interferes with an investigation by law enforcement.
- any content that is malicious, fraudulent, or may result in retaliation against Webmanagement.us by offended viewers.
- Prohibited Actions. Consultant prohibits any disruptive or abusing activities, including but not limited to:
 - Denial of Service attack activities.
 - Any activities that degrade or impair the operation of Consultant.
 - Disseminating software, running software, or posting messages that consume excessive CPU, bandwidth, or disk space usage. Consultant may suspend or terminate Client’s Services for violation of this provision in addition to requiring Client to pay Overage Fees.



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- Subverting or assisting others to subvert the security of any Consultant systems; publishing directories, links or other information pointing to sites that contain content prohibited by the Terms of Service;(Acceptable Use Policy – Linking)
- Use of Services to engage in illegal, abusive, harmful or irresponsible behavior.
- Use of Services to engage in hacking and/or unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures (including those belonging to Consultant and its Clients) without express authorization of the owner of the system or network.
- Use of Services to monitor data or traffic on any network or system without the authorization of the owner of the system or network.
- Use of Services to interfere with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Use of an Internet account or computer without the owner's authorization including, but not limited to Internet scanning (tricking other people into releasing their passwords), password robbery, security hole scanning, and port scanning.
- Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.
- Spoofing or any other activity to attempt to deceive or mislead other persons regarding the true identity of the user.
- Distribution of virus, worms, Trojan Horses, or any computer code for malicious, disruptive or destructive purposes.
- Any conduct that is likely to result in retaliation against Consultant, including engaging in behavior that results in any server under Client's control being the target of a denial of service (DoS) attack.
- Any actions which directly or indirectly result in Consultant IP space being listed in any of the various abuse databases may result in the immediate suspension or termination of Client's Services.
- Any use of the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D:4 and D:3 of Supplement No. 1 to Part 740 of the United States Export Administration Regulations, and you may not provide access to the Services to any person (including any natural person, business entity or government entity) that is located in or is a national of any embargoed country which are Cuba, Iran, Libya, North Korea, Sudan or Syria as of September, 2005.

Bulk or Commercial E-Mail. Client shall obtain Consultant advance approval in writing before sending any bulk or commercial e-mail, which will not be given unless Client is able to demonstrate, at a minimum, that (1) its intended recipients have given their consent to



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receive e-mail via some affirmative means, such as an opt-in procedure, (2) Client's procedures for soliciting consent include reasonable means to ensure that the person giving consent is the owner of the e-mail address for which the consent is given, (3) Client retains evidence of the recipient's consent in a form that may be promptly produced on request, and (4) Client honors Consultant requests to produce consent evidence within 72 hours of receipt of the request.

Client may not obscure the source of its e-mail in any manner. Client's e-mail must include the recipient's e-mail address in the body of the message or in the "TO" line of the e-mail.

These policies apply to messages sent using the Services, or to messages sent from any network by Client or any person on Client's behalf that directly or indirectly refers to the recipient to a site hosted via the Services.

Consultant may test and otherwise monitor Client's compliance with its requirements, including requesting opt-in information from a random sample of Client's list at any time.

- Newsgroup, Chat Forums, Other Networks. Client must comply with the rules and conventions for postings to any bulletin board, chat group or other forum in which Client participates, such as IRC and USENET groups including their rules for content and commercial postings. These groups usually prohibit the posting of off-topic commercial messages or mass postings to multiple forums.

Client must comply with the rules of any other network Client accesses or participates in using the Services.

- Cooperation with Investigations and Legal Proceedings. Consultant may, without notice to Client, report to the appropriate authorities any conduct by Client, Client's customers, and Services users which Consultant believes violates applicable law, and provide any information it has about Client in response to a formal or informal request from a law enforcement or regulatory agency, or in response to a formal request in a civil.
- Intellectual Property Use and Ownership. Neither party shall: (i) use the other party's name, trademarks, trade names or logos in either its own legal name or in any fictitious or assumed name without the other party's consent; (ii) knowingly remove or alter any logo, trademark, trade name, copyright, or other proprietary notice, legend, or symbol from any of the other party's products or documentation; or (iii) take



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any action, or intentionally omit to take any action that would jeopardize, limit, or interfere in any manner with the ownership of the other party's products, websites, documentation, or intellectual property. Title to and ownership of all copies of any products, Services, software, documentation developed by or for Consultant, whether in machine-readable or printed form, and including without limitation any derivative works, compilations, or collective works thereof, and all related technical know-how, and all rights therein (including without limitation rights in patents, copyrights and trade secrets applicable thereto), are and shall remain Consultant exclusive property and that of Consultant suppliers/affiliates. Client shall not take any action to jeopardize, limit, or interfere in any manner with the ownership and rights therein.

- Confidential Information, Notice. Client shall inform Consultant in writing if any material or information, or portion thereof, provided by the Client to Consultant or if the project/site, or any portion thereof, is confidential.
- Confidential Information. Each party agrees not to disclose or use, and to assure that their employees and agents do not disclose or use any confidential information ("Confidential Information") of the other party. Consultant Confidential Information is Consultant unpublished prices for the Services, audit and security reports, server configuration design/developments, software interfaces and other proprietary technology. Client's Confidential Information is content transmitted to or from or stored by Client on servers provided as part of the Services and not placed by Client in a publicly accessible area. Confidential Information is also information of a party that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designed/developed as "confidential" at the time of disclosure and is confirmed as confidential in a written notice given within (1) one day of disclosure.
- Notices. Notices to Consultant shall be given by means of electronic mail to mail@localmanagement.us. Or mail@invigorateglobal.com. Notices to Client shall be given via electronic mail to the individual designated as the Client contact on the Proposal or Order Form. Notices are deemed received on the day transmitted, or if that day is not a business day (Monday – Friday), on the first business day following the day transmitted.

Copyright Infringement Notice (Digital Millennium Copyright Act). If Client believes any copyright or proprietary right is being infringed by a person using Consultant Services, please send written notice of the copyright infringement to:



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Abuse@localmanagement.us or abuse@invigorateglobal.com

1700 N. Dixie Hwy,

Suite # 121

Boca Raton, FL 33432

Client's Information. Client represents and warrants to Consultant that: (i) all information provided for purposes of establishing and maintaining the Services is accurate and (ii) if Client is an individual, Client is at least eighteen (18) years of age. Client agrees that Consultant may, without notice and without liability to Client report to the appropriate governmental authorities any conduct by Client that Consultant reasonably believes violates applicable law and provide any information that Consultant has about Client in response to a formal or informal request from a law enforcement or government agency or in response to a formal request in a civil action.

Suspension/Termination.

- Suspension of Services. Client agrees that Consultant may suspend the Services if:
 - (i) Consultant reasonably believes that the Services are being used in violation of the Terms of Service.
 - (ii) Client fails to cooperate with any reasonable investigation of any suspected violation of the Terms of Service
 - (iii) Consultant reasonably believes that suspension of the Services is necessary to protect Consultant network or other customers:
 - (iv) as required by a law enforcement or government agency, or
 - (v) if the Card cannot be charged for payment. Client agrees to pay a reasonable fee for reinstatement ("Reinstatement Fee") following any suspension.
- Termination by Client. The Terms of Service may be terminated by Client at any time as long as all Fees then due together with unpaid Recurring Fees for the remainder of the Initial Term of the Renewal Term, as the case may be, are fully paid on the business day following the termination date.
- Termination by Consultant. The Terms of Service may be terminated by Consultant prior to the expiration of the Initial Term or any Renewal Term without liability as follows: (i) upon seventy-two (72) hours' notice if Client is overdue on the payment of any Fee; (ii) Client materially violates any provision of the Terms of Service and fails to cure the violation within ten (10) days after receipt of a written notice from Consultant describing



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the violation in reasonable detail in Consultant sole discretion; (iii) upon twenty-four (24) hours' notice if the Services are used in violation of a material term of the Terms of Service more than once; or (iv) upon twenty-four (24) hours' notice if Client violates "Client's Information" provision (set forth elsewhere in this Terms of Service).

Indemnification. Client agrees to indemnify, defend, and hold Consultant harmless, as well as Consultant affiliates, and each of the respective officers, directors, agents, partners, shareholders and employees (past and present) of Consultant et al") from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements ("Claims") of any kind and nature whatsoever (including attorneys' fees and costs) brought by a third party under any theory of legal liability arising out of or related to the Services, including without limitation Claims arising from or related to Services/Site content, Agreement, Proposal, Order Form or the Terms of Service, including but not limited to any violation of copyright, trademark, service mark or content rights; any proprietary right of any person or entity; and any state, federal and/or international laws or regulations including, but not limited U.S. Export Regulations. Client specifically agrees to pay for Consultant et AL's legal fees and costs for defense of claims. Consultant et al has the right to select counsel and control litigation.

Disclaimer of Warranties. OTHER THAN WHAT IS SPECIFICALLY STATED IN THE AGREEMENT, PROPOSAL, ORDER FORM AND/OR HEREIN, Consultant MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. WE SPECIFICALLY DO NO WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ORDER FORM, PROPOSAL, AGREEMENT OR THE TERMS OF SERVICE, THE MAXIMUM AGGREGATE LIABILITY OF Consultant ET AL, UNDER ANY THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT TO EXCEED THE AMOUNT OF ALL FEES PAID ACTUALLY BY CLIENT UNDER EITHER THE ORDER FORM OR AGREEMENT (WHICHEVER IS GREATER) FOR THE THREE (3) MONTHS PRIOR TO THE OCCURRENCE GIVING RISE TO THE CLAIM.



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Force Majeure. In the event there is a failure to perform on the part of Consultant shall not be in default under the Agreement, Proposal, Order Form or the Terms of Service if the failure to perform is due to any event beyond Consultant control, including, without limitation, failure of power, failure of the Internet, failure of network, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

Governing Law. The Terms of Service, Agreement, Proposal, and/or Order Form shall only be governed by the law of the State of Florida, exclusively, and no other laws. The United Nations Convention on the International Sale of Goods shall have no application to the Terms of Service or any agreement between Client and Consultant.

Miscellaneous.

- Client and Consultant intend for their relationship to be that of independent contractors and not a partnership, joint venture or employer/employee relationship. Neither party will represent itself to be an agent of the other. Neither party has the power or authority to bind the other in any agreement and will not represent to any person that it has such power or authority.
- A party's failure or delay in enforcing any provision of the Terms of Service, Agreement, Proposal, and/or Order Form will not be deemed a waiver of that party's rights with respect to that provision or any other provision. A party's waiver of any of its rights under the Terms of Service is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether or not similar in nature.
- Captions in the Agreement or the Terms of Services are for the convenience of the parties and are not intended for interpretation.
- These Terms of Service survive the expiration or termination of the Agreement, Proposal and/or Order Form.
- There are no third-party beneficiaries to the Agreement, Proposal, Order Form or Terms of Service.

Prior Agreements/Complete Agreement. The Terms of Service together with any Agreement, Proposal or Order Form: (i) constitute a legal and binding agreement between Client and Consultant; (ii) are the complete and exclusive agreement between the parties regarding the subject matter; (iii) supersede and replace any written, electronic, or oral communication Client may have had with Consultant or nay agent or representative thereof.; and (iv) do not benefit any other person or entity.

Severability. If any provision of the Terms of Service is determined to be invalid or unenforceable, all other provisions shall remain in effect and said provision shall be reformed



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only to the extent necessary to make it enforceable.

Disclaimer. Consultant is under no duty and does not by the Agreement, Proposal, Order Form or Terms of Service undertake a duty to monitor, supervise, or “police” Client’s activities and disclaims any responsibility for any misuse of the Services or Consultant resources and network. Consultant has no obligation to any person who has not entered into an agreement for any Services.

Dispute Resolution. Any dispute between parties to this Agreement shall be brought in the 15th Judicial Circuit in and for Palm Beach County (Palm Beach Court) only, and nowhere else, and Palm Beach Court is the sole and exclusive venue and jurisdiction for disputes between us.

Parties to this Agreement agree to waive their respective rights to a jury trial and that any suit between us shall be a non-jury trial.

Attorney Fees and Costs. In the event there is a dispute of any kind between Consultant et al and the Client resulting in litigation, the prevailing party is entitled to have its attorney’s fees and costs expended in such litigation paid by the non-prevailing party.

The Terms of Service are updated from time to time and the most current version applies to the Agreement and/or Order form between Consultant and the Client to this Agreement. The updated Terms of Service are deemed to be in effect and binding on the date of amendment/posting to the internet. Client acknowledges the same and agrees to check Consultant’s site routinely, Continued use of the Services by the Client after any updates to the Terms of Service means that the Client consents to the updated changes to the Terms of Service.