



TERMS OF SERVICE

This Terms of Service ("Agreement") is a legal agreement between you ("Client") and ProcurePoint Partners LLC ("Company"). By submitting payment through our website, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Agreement.

Payments

1. (a) Client agrees to pay a flat rate monthly fee of \$6,250 for the services provided by the Company. The payment shall be automatically billed to the Client's designated payment method on a monthly basis, starting from the date of initial payment.

(b) Client understands and agrees that the monthly fee is non-refundable and non-transferable, regardless of the Client's utilization of the Company's services.

No Guarantees

1. Client acknowledges that the Company does not guarantee any specific product placement with any retailer. The success and outcomes of the services provided by the Company may vary depending on various factors beyond the Company's control.

Notice of Termination & Right to Cancel

1. (a) Client has the right to terminate the services provided by the Company at any time by providing written notice to the Company. However, in order to stop billing for the services, the Client must inform the Company within 24 hours prior to the next billing cycle.

(b) The Company reserves the right to terminate this Agreement or suspend the services provided to the Client at any time for any reason, with or without cause or notice.

Service Term

- The initial term of this Agreement shall be 30 days, starting from the date of the initial payment. This Agreement shall automatically renew for subsequent 30-day periods unless terminated in accordance with Section 3.



Company Partnership

1.(a) Client understands and agrees that the time requirements and expectations of the Client's involvement in the Company's services may vary depending on the level of success and progress of the Client's product.

(b) The Client acknowledges that the Company will use its best efforts to provide the agreed-upon services, but the Company's ability to achieve desired outcomes may be affected by various factors beyond its control.

Limitation of Liability

1.Client acknowledges and agrees that the Company shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement or the services provided by the Company.

Modification

1.Client understands and agrees that this Agreement, as presented on the Company's website and agreed upon through the submission of payment, represents the final and complete understanding between the parties. Any modifications or changes to this Agreement shall only be effective if agreed upon in writing by both parties.

Indemnification, Hold Harmless, and Duty to Defend

1.Client agrees to indemnify, hold harmless, and defend the Company, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses arising out of or related to the Client's use of the Company's services.

By submitting payment through our website, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Agreement.

If you have any questions or concerns regarding this Agreement, please contact us at JACOB@PROCUREPOINTPARTNERS.COM.

By submitting payment, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Agreement.

Payment of the monthly retainer shall be consideration for the offer and acceptance needed to create a legally binding service agreement between Client and Company.

Dispute Resolution

Any disputes, controversies, or claims arising out of or relating to this Agreement, including its formation, interpretation, breach, termination, validity, or enforceability, shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict of laws principles.

The Parties agree that any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State of South Carolina. The Parties hereby consent to the personal jurisdiction and venue of such courts.

The Parties further agree to attempt to resolve any disputes arising from or related to this Agreement through good faith negotiations. If the Parties are unable to reach a resolution within 30 days from the date of written notice of the dispute, either Party may initiate legal proceedings in accordance with this Agreement.

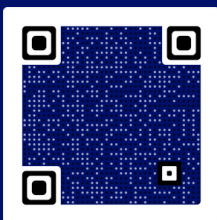
Notwithstanding the foregoing, nothing in this clause shall prevent either Party from seeking injunctive or equitable relief in any court of competent jurisdiction to prevent or address imminent harm or to enforce intellectual property rights.

The prevailing Party in any dispute or legal proceeding arising out of or relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such dispute or legal proceeding.

This dispute resolution clause shall survive the termination or expiration of this Agreement.



PARTNER WITH US



[To Our Website](#)



[Contact Us](#)



MEG LILES
Director of Retail
Partnerships

+1 (803) 477-6685

Meg@procurepointpartners.com

procurepointpartners.com

220 25th Avenue N Unit 601,
Nashville, TN 37203



JACOB SHEALY
Director of Product
Sourcing

+1 (803) 944-1035

Jacob@procurepointpartners.com

procurepointpartners.com

220 25th Avenue N Unit 601,
Nashville, TN 37203



ProcurePoint
PARTNERS