

**TERMS OF ENGAGEMENT - EFFECTIVE 2019-08-15**

Boxpilot is committed to providing the best service possible to our Clients. These Terms of Engagement (“Terms”) are designed to provide all relevant covenants entered into when engaging Boxpilot, and to assist you in making informed decisions when using Boxpilot services (“Services”). Unless otherwise indicated below, these Terms apply to any website that references these Terms.

For purposes of these Terms, “Boxpilot”, “we,” “us,” and “our” refer to JM Growth Partners, LLC O/A Boxpilot and/or representatives or agents of JM Growth Partners, LLC. Further, “you” or “Client” refers to individuals and companies who have made a decision to engage the Services provided by Boxpilot.

All rights that are not granted to Clients are reserved by Boxpilot. The Services, Boxpilot’s technology, and any updates or improvements to the Services and Boxpilot’s technology, are owned by Boxpilot and its licensors. Boxpilot and its licensors own all copyrights, patents, trademarks, trade secrets, and other intellectual property rights relating to or residing in our Services.

By continuing to use our Services, you are agreeing to any revisions to these Terms as may be updated by Boxpilot from time-to-time. A current version of these Terms are available at any time at <https://boxpilotmarketing.com/terms/>.

**Indemnity**

Clients agree to indemnify, defend and hold harmless Boxpilot, its affiliates, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney’s fees) arising from the Client’s use of Boxpilot Services, any delays in Services execution, any instances where Boxpilot declines the execution of any Services, the Client’s violation of any stated Terms and Conditions in conducting business with Boxpilot, or the Client’s infringement, or infringement by any other agent or employee of the Client, of any intellectual property or other right of any person or entity. The stated terms of use as outlined in this document will inure to the benefit of Boxpilot’s successors, assigns and licensees.

Boxpilot agrees to indemnify and hold the Client harmless from and against any and all claims, demands, actions, liabilities, damages, or expenses resulting therefrom, including court costs and attorney fees, arising out of or relating to: physical injuries to persons employed by Boxpilot arising out of execution of Boxpilot Services, physical damages to property owned by Boxpilot arising out of execution of Boxpilot Services, or infringement violations of any patent, trademark, copyright or trade secret claim made against the individual technologies and/or methods themselves that Boxpilot utilizes in the process of executing its Services.

For clarity, the Client’s indemnity shall not extend to protection against legislated restrictions against contacting of entities or people. The Client is responsible for the content of any Client lists and the content of the messages Boxpilot communicates on the Client’s behalf when using Boxpilot services as well as the consequences of those messages. Client agrees that Client will not use Boxpilot’s services to engage in activities that are illegal, obscene, threatening, and defamatory, invade privacy, infringe intellectual property rights, or otherwise injure third parties or are objectionable.

**Copyright**

Client may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use Boxpilot content in any way except for Client’s own personal, non-commercial use. Client also cannot adapt, alter or create a derivative work from any Boxpilot content except for Client’s own personal, non-commercial use. Any other use of Boxpilot content requires the prior written permission of Boxpilot.

**Jurisdiction**

These Terms and all amendments hereof shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina applicable to contracts made and to be performed therein, without giving effect to its conflict of laws principles. The exclusive venue for any litigation or arbitration related hereto shall occur in the state of federal courts located in Mecklenburg County, North Carolina.

**Client Account Policy**

Clients are required to pay any fees, costs or charges incurred during the course of conducting business with Boxpilot. The nature of these charges will be communicated by Boxpilot to the Client ahead of time. In some cases, the exact amount may not be known until after the programs have been conducted. Client is responsible to communicate any budget limitations to Boxpilot as the case may be.

All Boxpilot invoices are due upon receipt. Unless otherwise agreed, Client will complete and return credit card authorization form to Boxpilot and, accordingly, Client credit card on file will be billed monthly for service charges incurred. If your organization's accounts payable policy requires terms, these may be arranged on a case-by-case basis at Boxpilot's discretion. Boxpilot reserves the right to conduct credit investigations on any such requests.

All payments made by check or by electronic transfer (Wire, ACH) must be made payable to either "JM Growth Partners, LLC" or "Boxpilot". All mailed payments should only be directed to 615 Welker Street, Charlotte, NC, 28204. Boxpilot will provide Wire Transfer or ACH information to Clients as required. It is the responsibility of the Client to insure payment is made correctly to Boxpilot for any invoices issued for Services performed by Boxpilot.

Any and all Services that are pre-purchased, are valid for one year after the date of invoice, after which time any unused services will be deemed expired. Boxpilot may, at their exclusive discretion, extend this expiration period.

Due to the nature of Boxpilot Services, Boxpilot cannot offer refunds. Boxpilot reserves the right to assess a late payment finance charge of 2% for every month the invoice is past due in a compounding fashion. Anything greater than sixty (60) days past due may be sent to collections at the discretion of Boxpilot.

**Summary**

Unless otherwise agreed, any agreements made between Client and Boxpilot shall, taken together with these Terms of Engagement, constitute the entire agreements between Client and Boxpilot ("Entire Agreement"). Unless otherwise agreed, Client and Boxpilot agree that there are and shall be no additional representations, warranties, collateral agreements or conditions which relate to Entire Agreements other than those as expressed in Entire Agreements.

Any agreements between Client and Boxpilot may be executed in as many counterparts as are deemed necessary, and when so executed in counterpart shall have the same effect as if each party thereto had joined in executing one and the same document.

The invalidity or unenforceability of any provisions in any agreement between Boxpilot and Client shall not affect the validity or enforceability of any other provision of any agreement between Boxpilot and Client, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties acknowledge the Terms as set forth above as of the date noted below.

**JM Growth Partners, LLC O/A Boxpilot**      **Client:** \_\_\_\_\_

Signature: \_\_\_\_\_      Signature: \_\_\_\_\_

Name: \_\_\_\_\_      Name: \_\_\_\_\_

Title: \_\_\_\_\_      Title: \_\_\_\_\_

Date: \_\_\_\_\_      Date: \_\_\_\_\_