

The "1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day New Client Generation" Program

Client Agreement and Terms of Service

All of the important stuff you need to know regarding your participation in the "1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day New Client Generation" Program platform and services.

This Agreement (the "Agreement") is made TODAY by and between Market Domination Specialists, LLC, with a mailing address of 260 Knowles Avenue, Suite 334, Southampton, PA 18966 and YOU (Client).

Client is joining The "1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day New Client Generation" Program

Client would like to receive and experience consistent exposure, market penetration, brand awareness, expert positioning, <u>Lead-Generation</u>, <u>Prospects</u>, <u>Appointments and New Client Acquisition</u> EVERY week/month using <u>The</u> "1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day New Client Generation" Program.

Services that are INCLUDED in the <u>"1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day</u> New Client Generation Program (Normally \$7500):

Client can expect to receive New Client Generation Campaign(s) that includes: Specific marketing ideas, tactics, strategies, processes, procedures and/or efforts - all designed to generate exposure, market penetration, expert positioning in the marketplace, prospects and appointments every week AND new clients throughout the month.

*If you are in a regulated profession, since we are not compliance experts, we expect you to present these new client generation campaigns to your compliance officer and get them approved since YOU are the one implementing the marketing efforts. We expect everything you receive/use to be compliance approved.

CONSULTING AND COACHING - (Normally \$5000):

- ► You will have an initial 1-on-1 coaching call with Dr. Len Schwartz to identify:
- ✓ Who your ideal, perfect clients are,
- ✓ What specific services and solutions you provide, as well as...
- ✓ What your specific short, mid-range and long-term business-building goals are,
- ✓ How to position yourself as an EXPERT in your profession, in your region,
- ✓ How to get prospects to understand how and why you are uniquely qualified to help them, and why they can't find anyone else that can help them like you can.
- ✓ How you will schedule appointments every week, convert prospects and generate/acquire the new clients you want every month

Group Coaching Calls:

▶ Dr. Len may host Weekly Group Coaching Calls to answer questions, provide insight, direction, advice and guidance in order to ensure your consistent success.

The Measures For Client's Engagement Are Simple:

A consistent INCREASE in:

- * Leads/Prospects/Appointments every week/month
- * Help Accelerate the lead-to-new client process without having to sell/chase anyone
- * New Clients every month (goals will be set)
- * Establish expert positioning

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- ➤ You will receive access (web-based) to business-building videos, training, audios, etc., all of which are 100% owned by **Market Domination Specialists**, **LLC**.
- ► You will also have access to a full time Support Desk (9 4:45pm EST, Mon-Fri) for as long as you are an active client

ROI/Money-back-Guarantee:

As long as you are an active participant in this process (i.e. you implement the New Client Generation Campaigns, systems, strategies and processes as designed, and you document the

results, etc.) you are guaranteed to generate and receive \$6,000 (or more) within 60 days OR, Dr. Len Schwartz will work with you 1-on-1 for up to another 6 months at no charge until you recoup your initial investment.

*MDS cannot control when you get paid for clients you have acquired.

This is Important:

Before accessing or using any of the above-mentioned services included with "<u>1k Per Day, With 1</u> <u>Appointment Per Day, In 1 Hour Per Day New Client Generation" Program</u> you must agree to the Terms of Use, which include all of the conditions below, our Privacy Policy, and other policies that may be made available or are referenced herein. These Terms of Use have full force and effect while you use <u>The "1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day New Client Generation" Program</u> and you are responsible for complying with them, so please read this document carefully. If you disagree with any of the Terms of Use, we don't want you to access or use <u>The 1k Per Day, With 1</u> <u>Appointment Per Day, In 1 Hour Per Day New Client Generation" Program</u>.

If, on the other hand, you access the training, or use The "1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day New Client Generation" Program that will be acknowledgment that you accept and agree to these terms, and you're telling us that you — on behalf of yourself individually or the entity that you represent — have the right, authority, and capacity to agree to these Terms of Use and perform their obligations. You're telling us that you've read the Terms of Use and that you agree to be bound by them. If you move forward, you agree that these Terms of Use set out binding legal obligations for you. Contingent on that agreement, we will grant you the access/rights described herein. Any future release, update, or addition to The The "1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day New Client Generation" Program, will also be subject to these (or the then-current) Terms of Use.

The Terms of Use is an agreement between us and you, either individually, or, if you represent a company or other entity, that company or entity. Some of our Services may have their own additional guidelines, terms, or rules; when that's the case, we'll make them available to you before you use any of those Services. Those additional guidelines, terms and rules only apply to those particular Services, but consider all of that information incorporated by reference into these Terms of Use that you're reading right now.

Privacy:

We will not sell, distribute, or share your personal information with anyone other than with Dr. Len Schwartz without your consent.

Registration and Account Security:

As a Client, you are responsible for safeguarding your unique usernames and passwords to all of your accounts in The "1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day New Client
Generation "TM Program">TM Program. If you discover or believe that your account has been accessed or used without your authorization, please contact us at support@marketdominationservices.com

Access to Market Domination Solutions (MDS) Technology:

We've put a lot of time and effort into developing the Site, Services and our Platforms, and we consider them valuable trade secrets of ours – including the software, hardware, structure, organization, systems, and underlying data and information (all neatly summed up as the "Technology"). Except as expressly provided in these Terms of Use, you agree to not, and not allow any third party to:

*Access or attempt to access the Technology by any means

- *Attempt to circumvent or overcome any protection measures intended to restrict access to any portion of the MDS Platform or Technology;
- *Use the Technology unlawfully in any manner that could damage, disable, or impair it;
- *License, sublicense, sell, rent, convey, lend, loan, lease, transfer, assign, reproduce, or distribute to a third party the MDS Platforms, Technology, or your rights to either, or otherwise encumber the rights and licenses granted hereunder;
- *Copy, republish, download, display, post, save, disclose, modify, store, co-brand, alter, or transmit in any form or by any means any part of the MDS Platforms or Technology.

Intellectual Property and Proprietary Rights:

The Technology and the materials, information, and content (including all text, graphics, and images) made available or displayed by us on the MDS Platform, or through our Services, are owned and copyrighted by Market Domination Specialists, LLC and are subject to intellectual property and proprietary rights and laws of the United States, European Union, other foreign jurisdictions, and international conventions. The design of the MDS Platform(s), created text, scripts, graphics, interactive features, and the trademarks, service marks, logos, and trade names contained therein, are owned by Market Domination Specialists, LLC and are protected by copyright and property rights laws.

Termination:

We reserve the right to, at our discretion, terminate or suspend your access if we believe that you have used the MDS Platforms in violation of or inconsistently with these Terms of Use. (That said, in most cases we will try to resolve this issue first and then proceed to termination or suspension if we have to.) Upon termination, suspension, cancellation, or expiration of any party's agreement to these Terms of Use, all rights and subscriptions granted to you (including the right to access and use the MDS Platform) are also terminated, and you must immediately cease all use of and access to our Platforms.

Indemnity:

Client agrees to indemnify, defend, and hold harmless, to fullest extent allowed by law, Market Domination Specialists, LLC, MDS and its owners, parent corporation, shareholders, officers, contractors, assigns, licensees, successors in interest, directors, employees, agents, operators, affiliates, and licensors in regards to any and all claims, allegations, demands, damages, obligations, losses, liabilities, costs, debts, disbursements, and expenses – including settlement amounts and attorneys' fees – arising out of or resulting from your use of the MDS Platform; and any claimed damage you may have caused to a third party; your violation of these Terms of Use; your breach of any representations, warranties, or covenants set forth herein; your violation of any rights of a third party, including privacy rights and, without limitation, any trademark, copyright, patent, trade secret, or other intellectual property or proprietary rights; or your violation of any applicable laws or regulations. You further agree not to settle any such matter without our prior written consent. We may require you to pay for any attorney of our choice to defend us. You also agree to cooperate with our defense of these claims. We do not claim to be compliance experts for your profession. You are expected to take responsibility for ensuring that you act in compliance.

Disclaimer of Warranties:

Except as expressly set forth in these Terms of Use, use of our Platforms is offered on an "as—is" and "as available" basis. You are solely responsible for any damage to your computer system, loss of data, personal injury, or property damage that results from the downloading of material through our MDS Platforms. To the maximum extent permitted by law, these Terms of Use make no implied or legal warranties or representations.

* We do not warrant that the MDS Platforms will meet your every expectation or operate uninterrupted, timely, securely, or without error. No oral or written information or advice given by us or our employees, providers, or agents will increase the scope of, or create any new warranties in addition to, the warranties expressly set forth in these Terms of Use. You acknowledge that we make no representations that the services provided under this agreement comply with all regulations and other requirements applicable to licensed professional and/or professionals in regulated industries. If you are such a professional, you should consult with your compliance officer or legal counsel regarding the services provided under this agreement. It is your responsibility to connect us with your compliance officer or legal counsel; once introduced, we will coordinate our efforts with your compliance resource (if applicable).

Limitation on Liability:

Under no circumstances shall MDS its officers, directors, employees, or agents, be liable to you for any direct, incidental, special, punitive, or consequential damages whatsoever, under any theory of liability, arising in connection with or out of the use of the sites, platforms, or services. MDS is not liable to you for any damage, harm, injury or claim that arises from your use of any products or services acquired through our site. We are not liable for any failure of the goods or services of MDS.

Force Majeure:

Client agrees that we are not responsible to you for events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages, postal disruption, communication disruption, failure or shortage of infrastructure, or shortage of materials.

Choice of Law:

The Terms of Use shall be governed by the laws of Pennsylvania. The offer and acceptance of the Terms of Use is deemed to have occurred in Bucks County, PA.

Forum of Dispute:

The offer and acceptance of this agreement is deemed to have occurred in Bucks County, Pennsylvania. You agree that any dispute arising from and/or relating to the Terms of Use or your use of the Site, Services or MDS Platforms will be governed by and constructed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceedings or litigation arising in connection with the Terms of Use or your use of the Site, Services, or MDS Platforms will be brought solely in any court of competent jurisdiction that serves Bucks County, Pennsylvania, and you consent to the jurisdiction of such Court. Furthermore, in the event **Market Domination Specialists, LLC** is required to bring any legal action to enforce its rights under this Agreement, **Market Domination Specialists, LLC** shall be entitled to seek reimbursement from you for any and all reasonable fees and expenses incurred in bringing and pursuing such legal action, including, but not limited to, attorneys' fees, filing fees, and court costs.

Assignment:

Client agrees not assign your rights or obligations under this Terms of Use to any other party without our prior written consent.

Entire Agreement:

This Client Terms of Use Agreement contains the entire agreement between the parties and supersedes any prior oral or written agreements and may only be changed by a writing signed by the parties.

Payment Terms:

Client agrees to pay the initial fee (first months payment) of \$1997 (or \$5k if you pre-pay) required to participate in The "1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day New Client Generation" Program, and then TWO consecutive monthly payments of \$1997 each, in order to participate in The "1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day New Client Generation" Program, and for the services, coaching, training and all deliverables as outlined in this Agreement. Each payment shall be charged to the credit card provided by Client as part of this Agreement (the "Authorized Credit Card").

The first payment (the "First Payment") shall be charged to the Authorized Credit Card submitted on this website today. Each of the following payments shall be charged to the Authorized Credit Card in 30-day intervals beginning on the 30th day following the First Payment.

We assume that anyone who pays us on behalf of a company is authorized by that company to do so. Any conveying of payment information to us constitutes authorization for us to immediately charge the fees related to participating in The "1k Per Day, With 1 Appointment Per Day, In 1 Hour Per Day New Client Generation "TM Program, no additional notice or consent is required.

Client understands that they will be billed/charged by Market Domination Specialists, LLC, and that "Market Domination Services" will be the name of the company that will appear on Client's credit card statement. I authorize Market Domination Specialists, LLC, to bill my credit card on file for the all of the payments. You further understand and acknowledge that, should you fail to make the aforementioned payment to Market Domination Services, LLC, or should the charge to your credit card on file be denied for any reason, you will have 3 days to remedy your failed payment.

Refunds:

Because you will have full, unrestricted access to all of the strategies, efforts, content, etc., AND have the ability to download or copy all of it - there are no refunds.

Contact Us:

If you have any questions or concerns about these Terms of Use, please contact us by sending an email to support@marketdominationservices.com

I have read all 6 (six) pages of this agreement. I understand and agree with all the Terms and information contained in these pages.