



**SERVICE TERMS & CONDITIONS
FOR ALL ACTIVE AND SERVICING STORES
USING BABYLON'S SOFTWARE & PROVIDED HARDWARE
Rev. 05-07-2017**

1. DEFINITIONS:

This Agreement sets out the terms and conditions upon which the contracting Company (the "Company"), being a Company duly registered under the laws of United States of America engages Babylon Leads Inc. (the "Marketer"), being a Company duly registered under the state laws of California and the United States of America as a marketer for the Company (together, the "Parties").

WHEREAS: The Company is desirous of engaging Babylon Leads in obtaining the marketer's software and its belonging hardware such as Babylon's Loyalty System and tablet, mobiles apps, websites, and other Babylon Leads Services on such terms as are set out throughout this Agreement and the Marketer for their part is desirous of being engaged by the Company to provide said Services on said terms.

NOW, THEREFORE, IT IS HEREBY AGREED as follows: In this Agreement:

- 1.1. The terms of this Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of the Agreement.
- 1.2. The terms of this Agreement shall be deemed to be binding on both Parties once Babylon Leads have installed and provided their services to the Company; and/or once the Company have submitted a payment to Babylon Leads Inc.
- 1.3. All contracts (if applicable) shall be deemed enforced and executed to the last term unless the Company wishes to break the contract in which case, the Company shall

pay the full sum remaining in the contract. All contracts are enforced and shall be remitted fully, no exceptions.

2. FEES:

- 2.1. In consideration of its proposed services the Company agrees to pay Babylon Leads the full amount agreed at the signed up date with the rep responsible for their account - the amount filled out at the payment form.
- 2.2. A late fee of 15% will be incurred to the Company if they fail to pay the invoice by the Due date of the invoice (Net 10 from Date of invoice).
- 2.3. More late fees will be incurred if the Company failed to pay the invoice/s plus the first late fee/s. The extra late fees will be as following: 15% for missing first late fee, 15% for missing the second late fee, and so on.
- 2.4. Installation of tablets will cost the Company 150 dollars as installation fees or as decided by the sales rep or Babylon Leads at the time of the installation.
- 2.5. Babylon Leads Inc will process the Company's payment each month 3-5 days before the billing cycle date unless specifically asked not to via email through Info@babylonleads.com or in writing to PO BOX 5687, Oceanside, CA 92052 or through calling to 619-800-0711 and only after obtaining a cancellation confirmation sent by the Company from their email. (The Company may cancel the service within 5 days before or after the billing cycle date however all cancellation requests made within 5 days before or after billing cycle date are subject to a 10% refund convenience fee deducted from the total refund amount). Any cancellation request made 5 days after the renewal date are non refundable, instead, the Company's service shall remain active for that month and will terminate on the next billing cycle date after paying off any balance on the Company's account.
- 2.6. Return of equipment & Cancellation process: The Company must return all equipment either in person to the reps located in Detroit, MI or in San Diego, CA at a location no further than 10 miles of Babylon Leads Inc current work origins. If Company chooses to mail the equipment, all devices, chargers, and mounts must be mailed to PO BOX 5687, Oceanside, CA 92052. All equipment needs to be in working condition. The shipping costs shall be paid back to the Company upon reception of all equipment (up to \$15 in shipping costs reimbursed). If the Company does not return equipment within 30 days of cancellation, a fee of \$150 will be administered for each tablet/equipment as a lost equipment fee.

- 2.7. Failure to pay any disputed amounts and/or enforced contracts, return fees, refund convenience fees, and agreed-on sums will result in a court's dispute or collection agencies' involvement until all fees promised to be paid to Babylon Leads by the Company are paid in full.
- 2.8. Babylon Leads reserves the right to process any outstanding payments for any unpaid period(s) during the next billing cycle. If all attempts fail, Babylon Leads shall be entitled to immediately proceed with collection remedies and shall be entitled to recover any and all costs, fees, and expenses of such collection efforts, including but not limited to: collection agencies, court costs, filing and service of process fees, attorneys' fees incurred from counsel of Babylon Leads' choosing, or any other costs, fees, and expenses incurred in the pursuit of collection on all customer accounts and receivables due and payable under these Terms. Babylon Leads also reserves the right to inform the Company's employees of the Company's lack of payment compliance so the Company is held accountable by their team.

3. PROVISION OF INFORMATION / LIABILITIES:

- 3.1. The performance by Babylon Leads of its obligations under this Agreement is conditional upon receipt of the above and changes in these requirements must be notified in writing as soon as practicable.
- 3.2. The Company, agrees to provide Babylon Leads with all the information necessary to complete the service above. Including but not limited to: advertising materials, store name, address, store information, images, phone numbers, specials to be displayed on SMS blasts or tablet, and all other materials needed for Babylon Leads to market for Company. In the case of the Company negligence to provide marketing material such as original PDFs, Babylon Leads Inc shall continue billing and charging the Company for agreed service fees as well as continue enforcing the contract on the Company. Babylon Leads Inc contracts and monthly shall not be hindered by the negligence of the store manager, owner, or printing affiliate for example to provide marketing materials to send via SMS.
- 3.3. If any technical, software, physical, or hardware issue(s) occurs with any of the tablets used for this service, the Company is obligated to carry the burden of any expenses needed for replacement, purchase, programming, and installing another tablet(s) unless the fees are waived off at Babylon Leads or its reps' discretion.
- 3.4. If due to force majeure or any unseen software glitches or bugs with our SMS and blasts system, The Company understands software errors may arise and shall not hold Babylon Leads Responsible for any liabilities.

- 3.5. Babylon Leads Inc. is not responsible for any lost profits or the Company's customer service and/or reputation with its customers and clients due to any action taken or performed.
- 3.6. The Company understands that Babylon Leads Inc. operates and maintains TCPA rules and regulations. The Marketer uses private databases to store the information about the Company's customers securely. Babylon Leads Inc. will never release this private information nor sell it or disclose it to other entities. The Company understands that beyond Babylon Leads Inc.'s software and services, this information will not be used for any other marketing means in order to maintain compliance under TCPA rules such as exporting this data and sending it or transferring it anywhere. All numbers and users subscribed are opted in to Babylon Leads system exclusively and the marketer will keep it that way. All apps, software, tablets, configurations done by Babylon Leads will remain the property of Babylon Leads.
- 3.7. The Company understands that all documents and promotional materials such as images, pdf's, content, etc. sent to Babylon Leads Inc have no legal liabilities attached to them such as copyrighted materials that doesn't allow sharing or displaying and such restrictions, and if so is the case, Babylon Leads Inc does not take any responsibility once the documents are received and expected to be displayed and/or sent whether on the Company's website or on Babylon Leads' servers and SMS services. All documents are the obligation of the Company if the document are not the property of the Company itself. If any legal dispute arise due to sharing/copying/extracting/displaying/etc of the documents, Babylon Leads Inc will not be responsible in such matter and rather the Company will be at full responsibility for sending the materials and asking Babylon Leads Inc to use them.
- 3.8. Any Company that engages in unlawful and violating fair use of software usage will be found fully liable for any misuse of software and related third party applications' violations. Any complaints that resulted from the Company's misuse of software will be direct toward them to be fully liable for all consequences of such violations. Babylon Leads at its own conviction may instigate a fee of \$1,500 for each violation and complaint that will come to the marketer as a result of the Company's misuse of software. This fee will be considered a reprisal/penalty fee for all backend software fixes the marketer will need to undergo to undo all misuses of Company from but not limited to, database, management backend tool, information analytics, and debugging. Misuse of software is defined as any action that is not organic or not intended to be done in such manner such as but not limited to: entering random customers' phone numbers in the loyalty software, forcing customers to enter their numbers, submitting payments and/or contact forms that are not authorize by such person or have authorization over such payment methods.

4. WARRANTIES AND INDEMNITIES:

- 4.1. Both Parties warrant that they have the necessary power and approval to enter into this Agreement.
- 4.2. Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under this Agreement.
- 4.3. The Company undertakes to pay all Fees promptly and not to unreasonably withhold payment. Any services/products/software that is maintained by the marketer remains and transfers as collateral for any payment that is not remitted by the Company. All licenses and software will be the property of the marketer till all outstanding debt is settled.
- 4.4. The failure or delay by either Party to enforce any term of this agreement or to act upon a breach of any term shall not constitute a waiver of their rights.
- 4.5. Both Parties warrant that they will not do anything to hinder or adversely affect the execution of the other parties' duties under the Agreement.
- 4.6. Both Parties warrant that they will submit to the exclusive jurisdiction of the courts and legal systems of their respective states.
- 4.7. The Company understands that Babylon Leads Inc follows very strict regulations regarding SMS advertising and marketing. Any problems that raise due to the Company's misconduct such as adding people's SMS numbers without their physical presence or consent are considered unlawful and against the federal rules and regulations of SMS marketing and advertising. Therefore any unlawful actions by the Company are considered the Company's fault fully and the only party liable to these actions. Any legal issues, legal fees, legal misconduct due to the Company's misconduct are paid by the Company to the responsible party. Any further legal actions are carried against the Company only.
- 4.8. The Company agrees to not hold Babylon Leads accountable of any liabilities incurred in relation, direct or indirect, to the Services provided.
- 4.9. It is agreed that: Babylon Leads shall ensure that any confidential information or material which is obtained during the scope of this Agreement or in negotiation thereof

is kept confidential including but not limited to the details of the means of Services and the commission due or received under this Agreement.

- 4.10. The Company shall ensure that the details of the Markers such as pricing are kept confidential at all times and undertakes not to share this information with any third-parties or other retails. Any lost profit originating from leak of information and disclosure of confidential account details will result in a legal dispute against the Company for all potential profits lost due to this disclosure.

5. NOTICES:

Any notice served under this Agreement shall be made and documented in email through Info@babylonleads.com or in writing to PO BOX 5687, Oceanside, CA 92052 or through calling to 619-800-0711. All notices shall be delivered in English.

GOVERNING LAW, DISPUTES AND ARBITRATION:

- 5.1. The Agreement is made under the exclusive jurisdiction of the laws of United States of America
- 5.2. Disputes under this Agreement shall be subject to the exclusive jurisdiction of the courts of United States of America

6. POLICY CHANGES:

- 6.1. Babylon Leads Inc reserves the right to modify these Statements at any time without notice. If changes are made to this Statement, the changes will be posted on the Babylon Leads website and other places deemed appropriate.

Compliance Notices
Babylon Leads Inc
PO BOX 5687
Oceanside, CA 92052
619-800-0711
info@babylonleads.com

BY USING OUR SERVICES, THE Company WILL BE BINDED TO THESE TERMS AND
CONDITIONS