The Client engages Mindset Digital, LLC (hereinafter “Mindset Digital”) and Mindset Digital accepts such engagement, for good and valuable consideration as an independent contractor, to provide to the Client the following service or services as set forth in the proposal above and within these terms and conditions.

1. Mindset Digital and the Client agree that the Client will engage Mindset Digital to provide training and/or consulting services, and Mindset Digital hereby accepts such engagement with the Client. The scope of the services is set forth in the above proposal signed by the Client. Mindset Digital may provide, on request, additional services outside of the attached proposal but such services will be subject to a revised services agreement.

2. Mindset Digital’s training provides general information about the latest tools and thinking in communications and social media. The training sessions are not intended to provide professional legal or financial advice to Client or Client’s personnel, and are not recommendations for a specific course of action. Our trainers are not attorneys and do not provide legal advice or other advice about specific courses of action for you to take. Recommendations as to specific courses of action are only made through consulting services rendered by Mindset Digital, and not during any training session. The organization receiving the training will ensure each attendee understands and agrees that Mindset Digital is not providing specific advice about, or instructing any attendee to take, a specific course of action with respect to social media or any other topic. Mindset Digital is not responsible for any action that any attendee decides to take or forego, individually or on behalf of an organization, as a result of attending the training. Any reliance on information provided during a training or strategy session is at the user’s (or attendee’s) own risk. Mindset Digital makes no other warranties, whether express or implied by law.

3. NON-EXCLUSIVE CONSULTING SERVICES. Mindset Digital shall provide services to the Company on a non-exclusive basis, unless specifically agreed to within the above proposal. This means that there is no limitation upon Mindset Digital providing services to Client’s competitors.

4. ACTS OF GOD (OR FORCE MAJEURE). Mindset Digital will not be in breach of this Agreement if it fails to provide or delays the delivery of services due to acts beyond its reasonable control, including acts of God, flood, fire, earthquake, civil unrest, emergency, failed transportation, failed equipment, or death or injury of key personnel. If the delivery of services is delayed or not possible due to a force majeure event, Mindset Digital will provide the services at another mutually agreeable date.

5. UNAVAILABILITY. If a scheduled meeting or event cannot be conducted because assigned personnel is too ill or otherwise unavailable due to acts beyond her or his reasonable control, Mindset Digital will not be in breach of this Agreement and will provide the services at another mutually agreeable date.

6. CANCELLATION. If scheduled meeting or event is cancelled less than 60 days prior to scheduled date a 25% cancellation fee will be assessed.

7. NO VIDEO OR AUDIO RECORDINGS. Client may not videotape, audiotape or otherwise capture or record, in any form or medium, in whole or in part, live presentation(s) or online training, which may include, but is not limited to, visual, written, auditory or online presentation materials.

8. OWNERSHIP. Except for materials provided by Client, Mindset Digital owns all right, title and interest to the training or strategy materials, including all text, photographs, videos and designs. Client may not redistribute any materials.

9. FEES. In consideration for the services provided pursuant to this Agreement, Client shall pay Mindset Digital the fees reasonable reimbursable travel and lodging plus federal per diem guidelines for meal expenses. Any case study discounts outlined on the Investment page apply if client agrees that Mindset Digital can use results in future case studies. Individual names of participants will be kept confidential unless permission is given.

10. ARBITRATION. Any controversy relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and the judgment or award of the arbitrator(s) may be entered in any court having jurisdiction in Columbus, Ohio.

11. INDEMNIFICATION. The organization receiving the services will indemnify, defend, hold harmless, and reimburse Mindset Digital and its owners and employees for all losses and costs, including attorneys’ fees, arising from (a) any third party claim arising from the performance of Mindset Digital under this Agreement, (b) any breach of this Agreement, (c) any negligent or willful conduct by Client and its attendees receiving the training, or (d) any injury to person or damage to property caused by the Client or its attendees.

12. LIMITATION OF LIABILITY. Each party will not be liable to the other party for indirect, consequential, special or lost profit damages. In no event will damages exceed the amount paid by Client to Mindset Digital.

13. ENTIRE AGREEMENT. This Agreement is the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous written or oral understandings and agreements regarding such subject matter. This Agreement may only be amended in a writing signed by each party.

14. NO ASSIGNMENT. This Agreement may not be assigned without the prior written consent of the other party.

15. OHIO LAW. This Agreement will be governed by Ohio Law, without giving effect to any choice or conflict of law provision or rule.