

ClickUp for Agencies Playbook Terms & Conditions

TERMS & CONDITIONS:	1
1. INTELLECTUAL PROPERTY:	1
2. POLICIES AND GUIDELINES:	1
3. DISCLAIMER OF GUARANTEE:	2
4. CONSIDERATION AND FEES:	2
5. JURISDICTION:	2
6. DISPUTE RESOLUTION:	2
7. NON-SOLICITATION:	2
8. FORCE MAJEURE:	3
9. MISCELLANEOUS:	3

TERMS & CONDITIONS:

These Terms & Conditions govern your ("Customer") use of the ClickUp for Agencies Playbook (the "Program") provided by Dolnbound, LLC d/b/a ZenPilot (the "Company"). Please read these Terms & Conditions carefully before accessing or using the Program.

1. INTELLECTUAL PROPERTY:

- a. All materials and content provided in the Program, including but not limited to training videos, templates, and any other related materials (collectively, "Materials"), are the intellectual property of the Company. You acknowledge and agree that the Company retains all rights, title, and interest in the Materials.
- b. You are prohibited from redistributing or reselling any part of the Program, including the Materials, in any form or by any means, without the prior written consent of the Company.
- c. The templates provided in the Program may be modified for your internal agency use only. Resale or redistribution of modified templates is strictly prohibited. If you break these terms, you will be held personally liable.

2. POLICIES AND GUIDELINES:

- a. Customers may request additional Program logins for other members of their agency to share access to the training.

b. Customers will receive updates to the Program for a period of one year from the date of purchase. Additional updates and future upgrades may be purchased from the Company.

3. DISCLAIMER OF GUARANTEE:

a. The Company does not guarantee any specific results, outcomes, or performance as a result of using the Program. You acknowledge and agree that the Program's effectiveness may vary depending on individual circumstances and implementation.

4. CONSIDERATION AND FEES:

a. Access to the Program is subject to the pricing terms listed on the Company's website. By purchasing the Program, you acknowledge and agree to pay the specified fees.

b. All fees paid for the Program are non-refundable. No refunds or credits will be provided for any reason.

5. JURISDICTION:

a. These Terms & Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States, without regard to its conflicts of law principles.

b. Any legal actions or proceedings arising out of or relating to these Terms & Conditions shall be brought exclusively in the courts of Pennsylvania, located in Butler County.

6. DISPUTE RESOLUTION:

a. Any dispute, controversy, or claim arising out of or relating to these Terms & Conditions, including the breach, termination, or validity thereof, shall be resolved through arbitration. The arbitration shall be conducted in accordance with the rules and procedures of a reputable arbitration organization mutually agreed upon by the parties.

b. The decision of the arbitrator shall be final and binding on both parties.

7. NON-SOLICITATION:

Customer acknowledges that the Company has spent considerable time, money, and other resources recruiting, engaging, and training its service providers (including its employees and independent contractors). At all times while the Customer is enrolled in the Program, and for a period of twenty-four (24) months thereafter, Customer will not, directly or indirectly, (a) solicit, encourage, or induce (or in any manner, attempt to encourage, induce, or solicit) any of Company's service providers to terminate his, her, or its relationship with Company in order to accept employment with Customer or any other person or entity, or (b) hire any such person to perform work for Customer in any capacity

whatsoever. If Customer breaches this non-solicitation agreement, then Customer will immediately pay Company liquidated damages in the sum of \$40,000, which Customer acknowledges is a fair and reasonable estimate of the cost to the Company of recruiting, engaging, and training a replacement service provider and not a penalty.

8. FORCE MAJEURE:

Neither party will be liable for any failure or delay in its performance hereof to the extent such failure or delay is due to an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, sabotage, labor dispute, or other causes beyond the reasonable control of such party.

9. MISCELLANEOUS:

If any provision of these Terms & Conditions shall be unlawful, void, or for any reason is unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

The Customer agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to the Customer's business including reasonable legal fees due to any act or failure to act by the Customer based upon the Program.

The Company does not guarantee that the Program will be error-free, and cannot be liable to Customer or any third party for damages, including lost profits, lost savings, or other incidental, consequential, or special damages.