

TMC Marketing

Terms and Conditions of Service

Version 2026.2 | Effective October 13, 2026

These Terms and Conditions of Service (the "Terms") govern all marketing, creative, and digital services provided by Titan Media Collective LLC, doing business as TMC Marketing ("TMC Marketing," "we," or "us") to the client identified on the applicable Service Agreement or Order Form ("Client," "you"). Together with the Service Agreement or Order Form, these Terms form the entire agreement between the parties (the "Agreement").

1. Agreement Structure, Precedence, and Versioning

1.1 Documents That Make Up the Agreement

The Agreement consists of the following documents. Where a conflict exists between them, they control in this order:

- **Service Agreement or Order Form**, signed or accepted by the Client, but only to the extent it expressly identifies the section of these Terms it is modifying.
- **These Terms and Conditions**, at the version in effect on the Client's Start Date.
- **Statements of Work, proposals, and written scope documents** referenced by the Service Agreement.
- **All other documents**, including presentations, pitch decks, and marketing materials, which are informational only and are not contractual, except as stated in Section 1.5.

1.2 No Side Agreements

No email, text message, verbal statement, meeting discussion, or informal understanding modifies the Agreement. The Agreement may be modified only by a written amendment signed by the Client and an authorized officer of TMC Marketing. A general statement in another document that it "supersedes all prior agreements" does not override these Terms unless it identifies the specific section being replaced.

1.3 Multi-Location, Franchise, and Affiliated Clients

Where TMC Marketing provides services to multiple locations, franchisees, or affiliated entities of the same brand, each location or entity is a separate Client under a separate Agreement. Terms negotiated with one location do not apply to, modify, or create any expectation for another. Each Agreement has its own Start Date, Initial Term, Renewal Date, and fees. A corporate, franchisor, or parent entity does not have authority to modify or terminate an individual location's Agreement unless it is a named party to that Agreement.

1.4 Version Control

These Terms are versioned and dated. The version in effect on the Client's Start Date governs for the Initial Term. At each renewal, the then-current version applies. TMC Marketing will make the then-current version available to the Client no later than thirty (30) days before the Renewal Date. If the Client does not accept the updated version, the Client may cancel under Section 3.5. TMC Marketing will provide a copy of the governing version on written request at any time.

1.5 Program Addenda and Published Guarantees

TMC Marketing may sell a service as a named program governed by its own written addendum (a "Program Addendum"). A Program Addendum is treated as part of the Service Agreement or Order Form under Section 1.1 and controls over each section of these Terms it names.

Where TMC Marketing publishes a guarantee for a service, on its website, in a proposal, or in sales materials, the complete terms of that guarantee, including its conditions and remedy, are stated in the Program Addendum or Order Form for that service, and TMC Marketing will honor the guarantee as written there. A guarantee of a specific result, such as a number of leads, inquiries, rankings, or sales, binds TMC Marketing only if it is stated in a written amendment signed under Section 1.2.

2. Acceptance and Commencement

The Client accepts the Agreement by any of the following: completing checkout, signing a Service Agreement or Order Form, providing written approval of a proposal including by email, or continuing to accept services and pay invoices. Services begin on the Start Date stated on the Service Agreement or Order Form. Where no Start Date is stated, the Start Date is the date of first payment. Automatic renewal under Section 3.3 applies only where the Client has also initialed the Automatic Renewal Disclosure in Schedule A or signed a separate written renewal disclosure.

3. Term, Renewal, Cancellation, and Early Termination

3.1 Initial Term

The Initial Term is stated on the Service Agreement or Order Form. TMC Marketing generally offers a six (6) month or twelve (12) month Initial Term, determined by the scope and nature of the engagement. The Service Agreement or Order Form will state the Start Date, the length of the Initial Term, the Renewal Date, and the monthly retainer.

3.2 Month-to-Month Option

At TMC Marketing's sole discretion, and only where expressly stated on the Service Agreement or Order Form, services may be provided on a month-to-month basis. Month-to-month engagements are subject to all of the following:

- **A non-refundable Setup Fee equal to one (1) month of the monthly retainer** is due in full before any work begins, in addition to the first month's retainer. The Setup Fee compensates TMC Marketing for onboarding, systems build, strategy development, and the absence of a term commitment.

- The Setup Fee is not a deposit, retainer credit, prepayment, or advance, and is not applied against any month of service. It is not refundable under any circumstance, including cancellation during the first month.
- The thirty (30) day written notice requirement in Section 3.4 applies in full.
- Month-to-month pricing is not eligible for term-commitment discounts, bundled rates, or promotional pricing.
- TMC Marketing may terminate a month-to-month engagement on thirty (30) days written notice for any reason.
- If a month-to-month Client later converts to a six or twelve month term, the Setup Fee is not credited toward the new term.

3.3 Automatic Renewal

At the end of the Initial Term, the Agreement automatically renews for a successive term of the same length, and continues to renew on each subsequent Renewal Date, unless cancelled under Section 3.4 or 3.5. Automatic renewal applies only where the Client has initialed the Automatic Renewal Disclosure in Schedule A or signed a separate written renewal disclosure. Otherwise the Agreement ends at the end of the current term unless the parties renew it in writing.

TMC Marketing will send the Client a written reminder at least fifteen (15) and no more than sixty (60) days before the last day to decline renewal under Section 3.5. The reminder states that the Agreement will renew unless the Client declines, the length of the renewal term, any rate change under Section 4.4, how to decline, and the last day to decline. It is sent by email to the notice email on file in Schedule A, or by mail. Where the term is longer than one (1) year, the Agreement does not renew automatically unless the reminder was sent as this Section requires.

3.4 Thirty-Day Written Notice

Cancellation, non-renewal, and termination of any kind require thirty (30) days written notice. This applies to Clients on a term commitment and to Clients on a month-to-month arrangement.

- Notice must be sent by email to info@marketingtmc.com or by written letter to TMC Marketing's business address. Verbal statements, text messages, social media messages, and comments made in meetings do not constitute notice.
- The notice period begins on the earlier of TMC Marketing's written acknowledgment of receipt or two (2) business days after the notice is sent.
- Services continue and all fees remain payable in full through the end of the notice period. Notice given mid-billing-cycle does not prorate the current cycle.
- The final day of the notice period is the "Final Date" of the Agreement.

3.5 Penalty-Free Cancellation Window at Renewal

Within thirty (30) days after each Renewal Date, either party may cancel the renewed term without penalty by written notice. Cancellation under this Section takes effect thirty (30) days after notice is given, services continue and are billed through that period, and no Early Termination Fee applies.

Either party may also prevent the renewal entirely by giving written notice at least thirty (30) days before the Renewal Date.

Once the thirty (30) day post-renewal window closes, the renewed term is binding and early termination is governed by Section 3.6.

3.6 Early Termination During a Term

A Client may terminate before the end of an Initial or renewed term by providing thirty (30) days written notice under Section 3.4 and paying an Early Termination Fee equal to the greater of:

- **(a) fifty percent (50%) of the total monthly fees remaining in the term** after the end of the notice period; or
- **(b) two (2) months of the monthly retainer.**

The Early Termination Fee never exceeds the total monthly fees that would have been payable for the rest of the term after the end of the notice period. It is due with the final invoice and is payable in addition to all fees accrued through the Final Date. The parties agree this amount is a reasonable estimate of TMC Marketing's loss from early termination, including committed capacity, staffing, software licensing, and forgone engagements, and is not a penalty.

3.7 TMC Marketing's Right to Waive

TMC Marketing may, at its sole discretion, waive or reduce the notice period, the Early Termination Fee, or any other requirement of this Section. Any waiver must be in writing, applies only to the specific instance stated, does not waive any other provision, and does not establish a course of dealing or precedent for the Client or for any other client.

3.8 Termination by TMC Marketing for Cause

TMC Marketing may terminate the Agreement immediately, without notice and without refund, if the Client: fails to pay as described in Section 4; requests work that is illegal, deceptive, or in violation of a platform's terms; provides false information; engages in abusive, harassing, or discriminatory conduct toward TMC Marketing personnel; or engages in conduct that creates material reputational or legal risk for TMC Marketing. On termination for cause, all accrued amounts and the Early Termination Fee become immediately due. Termination for cause does not affect the Client's ownership of, or access to, its own website, data, and accounts under Sections 6.2 and 6.3.

4. Fees, Billing, and Payment

4.1 Billing Cycle

- The first month's retainer, and any Setup Fee, are due in full before work begins.
- Subsequent invoices are billed automatically on the same calendar day of each month as the Start Date.
- The Client must keep a valid payment method on file and authorizes TMC Marketing to charge it for all amounts due under the Agreement.

- All fees are stated in U.S. dollars and are exclusive of applicable taxes (including any sales or use tax that applies to photography, video, digital goods, or software), third-party ad spend, media buys, stock licensing, printing, and paid software the Client has agreed to fund.

4.2 Late Payment

- Payments not successfully processed incur a late fee of \$25.00 per week until resolved.
- Balances outstanding more than thirty (30) days accrue interest at one and one-half percent (1.5%) per month, or the maximum rate permitted by Wisconsin law, whichever is lower. Late fees and interest together will never exceed the maximum permitted by Wisconsin law.
- If payment remains unpaid fourteen (14) days past the due date, TMC Marketing may pause all services and suspend access to TMC Marketing dashboards and to deliverables that have not been paid for. A pause never restricts the Client's access to its own website, data, or accounts under Sections 6.2 and 6.3.
- TMC Marketing is not responsible for making up work missed during a pause caused by late payment, and the term is not extended by the pause.
- If two consecutive invoices remain unpaid for fourteen (14) or more days, TMC Marketing may terminate immediately, and all accrued amounts plus the Early Termination Fee become immediately due.
- The Client is responsible for all reasonable costs of collection, including collection agency fees, court costs, and attorney fees.

4.3 Invoice Disputes and Chargebacks

- Any dispute regarding an invoice must be submitted in writing within fifteen (15) days of the invoice date, describing the specific line items in question. Invoices not disputed in writing within that period are final, accepted, and not subject to later adjustment, credit, refund, or retroactive negotiation.
- Initiating a chargeback, payment reversal, or bank dispute for services that have been delivered is a material breach of the Agreement. The Client is responsible for all chargeback fees and associated costs, and TMC Marketing may terminate immediately and pursue the full balance due.

4.4 Rate Adjustments

TMC Marketing may adjust rates effective as of any Renewal Date by providing written notice at least thirty (30) days before that Renewal Date. If the Client does not accept the adjusted rate, the Client may cancel under Section 3.5.

4.5 Service Pauses and Holds

Requests to pause or reduce services mid-term are granted only at TMC Marketing's sole discretion and must be agreed in writing. Where a pause is granted, the term is extended by the length of the pause, and a monthly maintenance fee may apply to preserve accounts, hosting, systems, and scheduling capacity.

4.6 Complimentary and Goodwill Work

TMC Marketing may occasionally perform work outside the agreed scope at no charge. Complimentary work will be shown on invoices as a \$0.00 line item where practical. Complimentary work is a courtesy, does not modify the agreed scope, does not create an ongoing obligation or expectation, carries no refund or credit value, and may be discontinued at any time without notice.

4.7 Refunds

- Refunds are available only for prepaid services that remain incomplete due to reasons within TMC Marketing's direct control, or as stated in a Program Addendum or Order Form.
- No refund is issued for work already performed, for Setup Fees, for time spent on strategy, research, or revisions, or for delays caused by the Client.
- Where a refund is due, it will be issued within thirty (30) days of the Final Date, unless a Program Addendum or Order Form states a different time.

5. Ownership, Licensing, and Raw Files

5.1 Definitions

"Deliverables" means the final, approved, exported files delivered to or published for the Client, including finished graphics, final edited video and audio, published written content, final design exports, and completed web pages.

"Raw and Source Files" means all working and intermediate material created or used in producing the Deliverables, including camera originals and unedited footage, unedited audio, project and timeline files, color grades and LUTs, layered and editable design source files, working documents, research files, prompts, and scripts.

Websites, CRM data, and delivered systems are not Raw and Source Files. They are governed by Section 6.3, which gives the Client ownership of its own site and data and a free export on exit.

5.2 Ownership of Deliverables

The Client owns each Deliverable once the fees for it are paid in full: for a website, the website fee; for work under a monthly retainer, the invoice for the month in which the Deliverable was produced. Until then, TMC Marketing retains ownership of that Deliverable and grants the Client a limited, revocable license to use it, which terminates automatically on nonpayment. This Section never permits TMC Marketing to disable, withhold, or delete the Client's website or data, which are governed by Section 6.3.

5.3 Ownership of Raw and Source Files

TMC Marketing owns all Raw and Source Files. Ownership of Raw and Source Files does not transfer to the Client at any point, is not included in the monthly retainer, and is not conveyed by the Client's ownership of the Deliverables.

5.4 Access to Raw and Source Files Ends on the Final Date

- **During the term of the Agreement**, TMC Marketing may provide the Client with access to some or all Raw and Source Files as a limited, non-exclusive, non-transferable license for the Client's own internal use.
- **Access terminates automatically on the Final Date of the Agreement.** Shared drives, archive links, download links, cloud folders, and any other access method will be deactivated on or after that date without further notice.
- **TMC Marketing reserves the right, at its sole discretion, to extend access, restore access, or provide an additional archive after the Final Date.** Any such extension must be in writing, may be time-limited, and may be conditioned on payment of a fee and on the Client's account being paid in full.

5.5 Restrictions on Raw and Source Files

The purpose of this Section is narrow. It exists to prevent TMC Marketing's production work from being handed to another provider to build new work from. It is not intended to limit what the Client does with its own finished content, its website, or its data, which are governed by Sections 5.2 and 6.3.

During and after the term, the Client may not:

- Sell, license, sublicense, redistribute, or transfer Raw and Source Files to any third party for that third party's own commercial use.
- Provide Raw and Source Files to another marketing agency, production company, freelancer, or service provider for the purpose of that provider creating, editing, re-cutting, or producing new work from them.
- Use Raw and Source Files to create new derivative works after the Final Date, unless TMC Marketing has extended access in writing under Section 5.4.

For clarity, the Client and any provider working on the Client's behalf may continue to use, publish, repost, and distribute the finished Deliverables the Client owns, without limitation and without further permission.

Any Raw and Source Files remaining in the Client's possession after the Final Date must not be used or distributed in violation of this Section and, on written request, must be deleted and deletion confirmed in writing. This Section survives termination.

5.6 Third-Party Licenses

Stock footage, stock imagery, music, fonts, plugins, templates, and software licensed by TMC Marketing are licensed to TMC Marketing and are not transferable to the Client. Where the Client requires ongoing rights to a licensed element, the Client is responsible for obtaining its own license. Before a website launches, TMC Marketing will tell the Client in writing which parts of it depend on licenses held by TMC Marketing, such as premium plugins, fonts, or stock media, and what the Client would need to license to keep them after the Final Date.

5.7 TMC Marketing Portfolio and Promotional Rights

The Client grants TMC Marketing a perpetual, worldwide, non-exclusive, royalty-free license to display, reproduce, and describe work produced for the Client for portfolio, case study, award submission, award entry, and promotional purposes, including on TMC Marketing's website, social channels, sales materials, and proposals. This license survives termination of the Agreement.

Where TMC Marketing showcases work created for the Client, proper credit and a link to the Client's website or primary digital platform will be included where the format allows. The Client may request removal of a specific piece from active feature placement, and TMC Marketing will consider the request in good faith. TMC Marketing may retain archival and internal reference copies and may continue to reference the engagement factually, including the Client's name, logo, and the nature and results of the work.

6. Brand Features, Accounts, and Platform Access

6.1 Grant of Rights

The Client grants TMC Marketing the right to use the Client's company name, logo, trademarks, and other brand features ("Brand Features") for the purpose of creating, publishing, and promoting content and campaigns on the Client's behalf. This authorization remains in effect through the Final Date, except for the portfolio and promotional rights in Section 5.7, which survive.

6.2 Client-Owned Accounts

Accounts owned by the Client, including its domain, Google Business Profile, advertising accounts, social media profiles, email lists, and any platform account registered in the Client's name, remain the Client's property. Within ten (10) business days of a written request following the Final Date, TMC Marketing will remove its own access from those accounts and confirm removal.

6.3 Websites, Systems, and Sub-Accounts

TMC Marketing does not hold a Client's website, content, or data as leverage. The Client's property is the Client's, and TMC Marketing will not withhold, disable, delete, or ransom it in a dispute over fees or terms. Amounts owed are pursued under Section 4 and Section 14.3, not by withholding the Client's property.

6.3.1 What the Client Owns and Takes

- The Client's website, including its pages, content, media library, database, and the installed instance of any theme or template built for the Client.
- The Client's CRM and marketing data, including contacts, conversations, form submissions, calendar records, and pipeline data.
- All finished Deliverables produced during the term, under Section 5.2.
- **On written request made at any time up to thirty (30) days after the Final Date, TMC Marketing will provide one complete export at no charge:** site files, database, media library, and a standard data export of the Client's CRM records. TMC Marketing will provide at least fourteen (14) days written notice before deactivating any environment holding the Client's data.

6.3.2 What Remains TMC Marketing Property

TMC Marketing retains ownership of the underlying systems it uses to build for every client, specifically: its master block and component libraries, theme frameworks, design systems, automation blueprints, platform snapshots, reporting templates, and internal documentation. These are the tools, not the deliverable.

- **The Client receives a perpetual, worldwide, non-exclusive, non-transferable license** to continue using its own website, theme instance, automations, and delivered systems, including editing them, extending them, and engaging any provider it chooses to maintain them.
- **The license does not permit the Client, or any third party acting for the Client, to redistribute, resell, sublicense, or reuse TMC Marketing's master libraries, frameworks, blueprints, or templates to build or improve any other website, product, client project, or commercial offering.** The Client's own site is theirs to keep and modify. The system it was built from is not theirs to redeploy elsewhere.

6.3.3 Hosting, Licenses, and Sub-Accounts

Hosting, software subscriptions, platform sub-accounts, and third-party licenses held in TMC Marketing's name end on the Final Date, because they are TMC Marketing's commercial accounts. Where the Client wishes to keep a service running, TMC Marketing will cooperate in good faith to transfer, release, or assist in re-establishing it, subject to the third-party platform's own rules and the Client establishing its own account. Standard export and handoff under Section 6.3.1 is free. Where the Client requests migration work beyond that standard export, TMC Marketing will quote the work in advance in writing, and will not perform or bill it without written approval.

7. Client Responsibilities, Approvals, and Turnaround

7.1 Client Obligations

The Client is responsible for providing, in a timely manner, all content, information, assets, brand materials, product details, account access, approvals, and feedback that TMC Marketing reasonably requires. The Client is responsible for the accuracy and legality of all claims, offers, pricing, licensing, certifications, and representations about its own business.

Before any interview, photo or video shoot, or site visit, the Client will tell TMC Marketing which areas, equipment, parts, documents, and information must not be recorded or published. Before approving content, the Client is responsible for reviewing it for export-controlled technical data (including under the International Traffic in Arms Regulations and the Export Administration Regulations), controlled unclassified information, customer-confidential information, and anything else the Client is not permitted to disclose. TMC Marketing will not publish material the Client identifies under this paragraph.

7.2 Review and Approval

The Client has the right to review and approve content before publication. Content submitted for approval is deemed approved if the Client does not provide written feedback within three (3) business days, unless a different review window or approval process is stated in the Order Form or a Program

Addendum, or is otherwise agreed in writing. Deemed approval exists so that publishing schedules, campaign launches, and paid media flights are not delayed by inaction.

7.3 Client Delay

Delays caused by the Client, including missing content, missing access, unanswered approvals, and postponed shoots or meetings, do not extend the term, reduce or suspend fees, entitle the Client to a refund or credit, or count against TMC Marketing's performance under any review provision. Work not completed because of Client delay is not carried forward beyond the current billing cycle unless agreed in writing.

7.4 Communication and Turnaround

- Official communication occurs Monday through Friday, 9:00 AM to 6:00 PM Central Time, excluding holidays.
- TMC Marketing requires a minimum of forty-eight (48) hours to process and respond to last-minute or out-of-scope requests.
- Requests submitted outside business hours are addressed the next business day.

7.5 Changes in Scope

- Requests for additional services or modifications to scope must be submitted in writing.
- TMC Marketing will provide a revised proposal including adjustments to fees and timelines.
- Written approval of the revised proposal is required before the change is implemented. Work performed under an approved scope change is billed in addition to the monthly retainer.

8. Six-Month Performance Review

This Section applies only to Agreements with a twelve (12) month Initial Term. It does not apply to six (6) month terms, month-to-month arrangements, or renewed terms.

8.1 Requesting the Review

- The Client must submit a written request within five (5) business days after reaching the six (6) month mark of the Initial Term.
- The request must state specific, measurable, and mutually achievable expectations for the following thirty (30) days. Expectations that depend on factors outside TMC Marketing's control, including third-party platform performance, competitor activity, search algorithm behavior, and the Client's own sales process, are not valid review criteria.
- Expectations must be confirmed in writing by both parties before the review period begins. If the parties cannot agree on measurable expectations within ten (10) business days, the review does not proceed and the Agreement continues unchanged.
- The Client must be current on all invoices and must have provided all necessary content, feedback, assets, and access to be eligible.

8.2 Outcome

- If the agreed expectations are met, the Client honors the remainder of the Initial Term.
- If the agreed expectations are not met for reasons within TMC Marketing's control, the Client may terminate by written notice within five (5) business days after the review period ends. Termination under this Section requires thirty (30) days written notice but no Early Termination Fee.
- If no termination notice is submitted within that five (5) business day window, the Agreement remains in effect for the full Initial Term and this Section is exhausted.
- Termination under this Section does not entitle the Client to a refund of amounts already paid, and does not extend access to Raw and Source Files beyond the Final Date.

9. Performance, Results, and Third-Party Platforms

- TMC Marketing provides professional services and does not guarantee specific results, including search rankings, traffic volume, impressions, engagement, lead volume, conversion rates, sales, or return on investment, except as provided in Section 1.5.
- Marketing outcomes depend on factors outside TMC Marketing's control, including the Client's pricing, offer, sales process, response time, staffing, reputation, market conditions, and competitor activity.
- TMC Marketing is not responsible for changes made by third-party platforms, including algorithm updates, policy changes, pricing changes, API changes, feature removals, account restrictions, or suspensions of accounts owned by the Client.
- TMC Marketing is not liable for loss of data, content, or performance history caused by a third-party platform or by the Client's own actions in its accounts.

10. Confidentiality, Data, and Analytics

- Each party will maintain the confidentiality of the other party's non-public business information and will not disclose it without written consent, except as required by law. This obligation survives for two (2) years after the Final Date.
- All data collection, storage, and use complies with applicable data protection laws.
- Client and end-user data is used only to deliver services, improve marketing strategy, analyze audience behavior, and measure campaign effectiveness.
- The Client has access to analytics and performance reporting during the term. Access to TMC Marketing dashboards and reporting ends on the Final Date. The Client may request an export of its performance data before the Final Date.
- TMC Marketing may use aggregated, de-identified performance data for benchmarking and internal research.
- The Client is responsible for having the consent the law requires for every contact it provides or collects for email, text message, or phone marketing, including under the CAN-SPAM Act, the Telephone Consumer Protection Act, and Wisconsin's no-call law (Wis. Stat. § 100.52), and for keeping a privacy policy on its website that describes the data it collects.

- If TMC Marketing learns of unauthorized access to personal information about the Client's customers or contacts in systems TMC Marketing controls, it will notify the Client promptly in writing so the Client can meet any notice obligations it has, including under Wis. Stat. § 134.98.

11. User-Generated Content

- User-generated content, including customer reviews, photos, and videos, is sourced and used in accordance with applicable law.
- TMC Marketing will obtain explicit consent from original creators before using user-generated content.
- User-generated content will not be used in a way that misrepresents the creator's intent or integrity.
- The Client is responsible for the accuracy and authenticity of any user-generated content, testimonial, or review it supplies to TMC Marketing.
- TMC Marketing will not write or post fake reviews or testimonials, and will not present a review or testimonial as coming from someone who did not give it, consistent with the Federal Trade Commission's rule on consumer reviews and testimonials (16 CFR Part 465).
- Where anything of value is offered for a review or testimonial, it is not conditioned on the review being positive, and the connection is disclosed where the Federal Trade Commission's Endorsement Guides (16 CFR Part 255) require.
- Where the Client receives a discount, credit, or free service in connection with a testimonial or case study about TMC Marketing, TMC Marketing will disclose that connection when it publishes the testimonial or case study.

12. Non-Solicitation of Personnel

During the term and for twelve (12) months after the Final Date, the Client will not directly solicit any TMC Marketing employee or contractor who performed work on the Client's account to leave TMC Marketing or to work for the Client, without TMC Marketing's prior written consent. If the Client hires or engages a person as a result of solicitation that breaches this Section, the Client will pay TMC Marketing a fee equal to twenty-five percent (25%) of that person's first-year total compensation, which the parties agree is a reasonable estimate of TMC Marketing's cost to recruit and train a replacement. This Section does not restrict general job postings not targeted at TMC Marketing personnel, or hiring a person who contacts the Client on their own initiative. TMC Marketing informs its personnel of this Section.

13. Offboarding and Transition

On the Final Date, the following applies without further notice:

- All services, publishing, posting, reporting, and support cease.
- Access to Raw and Source Files, archive links, and shared drives ends, subject to Section 5.4.

- Deliverables already published or delivered remain with the Client, subject to payment in full under Section 5.2.
- The Client's website, content, and CRM data remain the Client's, and the free export under Section 6.3.1 is available for thirty (30) days after the Final Date.
- TMC Marketing will remove its access from Client-owned accounts under Section 6.2 on request.
- The final invoice, including any Early Termination Fee, becomes due.

TMC Marketing will conduct the handoff in good faith and will not condition the return of the Client's own property on the settlement of a fee dispute. Transition work that goes beyond the standard export in Section 6.3.1, such as rebuilding systems on a platform the Client selects, extended training, or ongoing support after the Final Date, is quoted in advance and performed only on written approval.

14. Liability, Indemnification, and Legal Terms

14.1 Limitation of Liability

TMC Marketing's total liability under the Agreement is limited to the total amount paid by the Client to TMC Marketing in the three (3) months preceding the event giving rise to the claim. TMC Marketing is not liable for indirect, incidental, special, punitive, or consequential damages, including lost profits, lost revenue, lost data, or business interruption. This Section does not limit refunds or credits TMC Marketing has expressly agreed to pay under the Agreement, or liability for fraud, willful misconduct, or gross negligence, or any other liability that cannot be limited under Wisconsin law.

14.2 Indemnification

The Client will indemnify and hold harmless TMC Marketing from claims, damages, and costs arising from content, claims, offers, or materials supplied or approved by the Client, from the Client's products or services, and from the Client's violation of law or third-party rights, except to the extent caused by TMC Marketing's gross negligence or willful misconduct.

14.3 Dispute Resolution

- The parties will first attempt to resolve any dispute through direct written negotiation for a period of fifteen (15) days.
- If unresolved, the parties will attempt non-binding mediation in Kenosha County, Wisconsin, with costs shared equally.
- If mediation does not resolve the dispute, either party may bring the matter before the state or federal courts located in Kenosha County, Wisconsin, which have exclusive jurisdiction. Nothing in this Section prevents either party from filing in Wisconsin small claims court, or TMC Marketing from pursuing collection of undisputed amounts due.
- The prevailing party is entitled to recover reasonable attorney fees and costs.

14.4 Force Majeure

Neither party is liable for failure to perform obligations caused by factors outside its reasonable control, including natural disasters, war, civil unrest, pandemic, utility or internet outage, or

government restrictions. Payment obligations for services already performed are not excused by this Section.

14.5 Assignment

The Client may not assign or transfer the Agreement, including in connection with a sale of the business or change of ownership, without TMC Marketing's prior written consent, which will not be unreasonably withheld. TMC Marketing may assign the Agreement to a successor or affiliate. The Client will notify TMC Marketing in writing within ten (10) business days of any change of ownership or controlling interest.

14.6 Independent Contractor

TMC Marketing is an independent contractor. Nothing in the Agreement creates a partnership, joint venture, employment, or agency relationship between the parties.

14.7 Amendment, Severability, and Waiver

- The Agreement may be amended only by a written amendment signed by both parties, except for version updates applied at renewal under Section 1.4 and rate adjustments under Section 4.4.
- If any provision is found unenforceable, the remainder of the Agreement remains in full force, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.
- A failure or delay in enforcing any provision is not a waiver of that provision or of any other provision.

14.8 Governing Law

The Agreement is governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles.

14.9 Survival

The following survive termination or expiration of the Agreement: Section 4 (amounts accrued and payable), Section 5 (Ownership, Licensing, and Raw Files), Section 6.3, Section 10 (Confidentiality), Section 12 (Non-Solicitation), Section 13 (Offboarding), Section 14 (Liability and Legal Terms), and Section 15 (Personal Guarantee) where elected.

15. Personal Guarantee

This Section applies only where a Personal Guarantee is elected on Schedule A and the Guarantor signature block is completed.

15.1 Guarantee of Payment

The individual identified as Guarantor on Schedule A signs both on behalf of the Client and in their individual capacity, and personally, unconditionally, and irrevocably guarantees the full and timely payment of all amounts owed by the Client under the Agreement. This includes monthly retainers,

Setup Fees, approved scope changes, late fees, interest, the Early Termination Fee, chargeback costs, and all costs of collection including reasonable attorney fees.

15.2 Nature of the Obligation

- This is a guarantee of payment and not merely of collection. TMC Marketing may pursue the Guarantor directly for any amount due without first pursuing the Client, exhausting remedies against the Client, or providing notice of the Client's default.
- The Guarantor waives notice of acceptance of this guarantee, notice of default, presentment, demand, and protest.
- The guarantee continues automatically through every renewal term, every amendment, and every approved scope change, without the need for a new signature.
- The guarantee is not released or reduced by the Client's dissolution, insolvency, bankruptcy, sale, merger, or change of ownership, or by the Guarantor's departure from the Client.
- TMC Marketing may grant the Client extensions, payment plans, or partial waivers without releasing or reducing the Guarantor's obligation.

15.3 Termination of the Guarantee

The Guarantor may terminate this guarantee as to future obligations only by written notice to TMC Marketing at info@marketingtmc.com. Termination takes effect thirty (30) days after notice and does not release the Guarantor from any obligation accrued before the effective date, including the remaining balance of a term then in effect and any Early Termination Fee.

15.4 When TMC Marketing Requires a Guarantee

TMC Marketing may require a Personal Guarantee as a condition of service, including for newly formed entities, sole proprietorships and single-member companies, month-to-month engagements, clients with prior payment issues, and engagements involving significant upfront production or third-party spend. This Section is enforceable independently of the rest of the Agreement.

15.5 Wisconsin Marital Property

If the Guarantor is married, the Guarantor states that the obligation under this guarantee is incurred in the interest of the Guarantor's marriage or family. TMC Marketing may provide a copy of this guarantee to the Guarantor's spouse.

16. Acknowledgment

By completing checkout, signing a Service Agreement or Order Form, providing written approval, or continuing to accept services, the Client acknowledges having read, understood, and agreed to these Terms and Conditions.

Schedule A: Engagement Summary

Every engagement includes a Schedule A Engagement Summary, attached to the Service Agreement or Order Form. It records the Client legal name, authorized signer, notice email, Start Date, Initial

Term, renewal term, Renewal Date, monthly retainer, any Setup Fee, the services included, any Program Addendum, the content approval window, whether a Personal Guarantee applies, and the governing version of these Terms. It also contains the following disclosure, which the Client initials:

Automatic Renewal Disclosure

This Agreement renews automatically. At the end of the Initial Term it renews for a renewal term of the same length as the Initial Term, and again at the end of each renewal term, unless the Client or TMC Marketing declines.

Price. The monthly rate for a renewal term may increase if TMC Marketing gives written notice at least thirty (30) days before the Renewal Date (Section 4.4). The then-current version of these Terms applies to each renewal term (Section 1.4).

How to decline. Send written notice by email to info@marketingtmc.com, or by letter to TMC Marketing's business address, at least thirty (30) days before the Renewal Date (Section 3.5). TMC Marketing will send a reminder before that deadline (Section 3.3).