



CLIENT **NONDISCLOSURE** **AGREEMENT**





CLIENT NONDISCLOSURE AGREEMENT

This Agreement between Appeal Assassins and Client _____ of _____ defines the payment terms for services provided by Appeal Assassins on the date _____. Client should understand that by engaging any of our services, Client is agreeing to be bound by these payment terms. Please understand that if, as a Client, you refuse to accept these terms and conditions, you will not be able to engage for any of our Services.

SERVICES PROVIDED

- Appeal Assassins provides a service that assists Amazon Sellers with appeals of account suspensions by Amazon.

APPEAL PLANS.

- Appeal Assassins agrees to provide Clients with an Appeal Plan and take lead during the Appeal process to reinstate the Client's Amazon Seller Account.
- Clients agree that the Appeal Plan will not be modified in any way and will be submitted to Amazon as provided to the Client by Appeal Assassins.
- Appeal Plans shall not be revised, edited or changed in any way, however, if a Client desires to submit an Appeal Plan with revisions, edits and/or changes, the Client agrees to submit any and all revisions, edits and/or changes to Appeal Assassins for prior approval.
- If a revision, edit or change is not approved by Appeal Assassins, the Client shall not submit any revised, edited and/or changed Appeal Plan or document to Amazon at any time. Client does not have permission to use ANY part of the appeal (s) that has been provided by Appeal Assassins for any future suspensions.



NON-DISCLOSURE AGREEMENT

- The Client shall hold and maintain all information received from Appeal Assassins, including, but not limited to all communications, advice, instructions, and the Appeal Plan, in strictest confidence for the sole and exclusive benefit of Appeal Assassins.
- The Client shall carefully restrict access to all of Appeal Assassins' communications and materials from third parties. The Client shall not, without prior written approval of Appeal Assassins, use for the Clients own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Appeal Assassins, any communications, advice, instructions and Appeal Plans.
- The Client agrees to refrain from making any use whatsoever, at any time, of any Appeal Assassins information or documents, except for the purposes designated by this agreement.
- The Client also agrees that they will not copy or reverse engineer any of Appeal Assassins' communications, advice, instructions, or Appeal Plans.



SERVICE FEES AND PAYMENTS 1 of 6

- You are responsible for paying all fees and applicable taxes associated with the services to be provided by Appeal Assassins in a timely manner with a valid payment method. You agree that any and all payments will be made up front are non-refundable.
- Appeal Assassins issues invoices to Clients via third-party payment processing. These payments are subject to the third-party payment provider's Terms of Use. Appeal Assassins is not affiliated with PayPal or any other third party payment provider, and neither is the agent or employee of the other, and neither is responsible in any way for the actions or performance (or lack thereof) of the other.
- As a general matter, Appeal Assassins **WILL NOT** provide refunds to clients for any reason. While using our service, we will ensure and do everything possible to ensure that your account is reinstated. But you understand that no matter how much Appeal Assassins tries, the decision to reinstate the account solely lies with amazon and therefore we offer this service on an "AS IS" AND "AS AVAILABLE" basis and we make no guarantee, promises or any assurances that the account will of a certainty be reinstated. Therefore, Appeal Assassins, provides this service to you without any guarantee of any **REFUND** on the amount you paid to Appeal Assassins to reinstate your account.

SERVICE FEES AND PAYMENTS 2 of 6

- In other words while using Appeal Assassins service, You understand that Appeal Assassins will not offer you any refund in the event your account is not reinstated and you agree that Appeal Assassins will not be liable in any way for such decision. However, while using this service, if Appeal Assassins is unable to reinstate your account, Appeal Assassins guarantees and assures you that a new account will be opened for you and we will not cease to work on the closed account in order to reinstate it and get it working again.
- Appeal Assassins will not be a party to, nor will Appeal Assassins mediate any dispute between its clients and the third-party payment provider. Sellers cannot claim 'we did not submit your plan', or 'we decided to use another company' after they agree to our contract. If any Appeal Assassins appeal has been used during reinstatement process that contributes to reinstatement, full after reinstatement fee is due. An appeal plan or letter is considered “submitted” after the seller receives it by email from Appeal Assassins. Seller may not claim that the plan has not been submitted in order to avoid paying a reinstatement fee.



SERVICE FEES AND PAYMENTS 3 of 6

- If the seller has difficulties submitting reinstatement fees by third-party payment provider, the seller must use Chase Quickpay, PopMoney, a wire transfer, or another type of payment method approved by Appeal Assassins to complete payment within 24 hours after the reinstatement in order to avoid late fees.
- The appeal plans that Appeal Assassins provides contain business plan suggestions to be executed in order to maintain Amazon guidelines and stay successful on the Amazon marketplace. If the clients' business practice is not set up for the execution of the appeal, the client can request a modification from Appeal Assassins.
- Due to delays in Seller Performance responses, and multiple letters that may be required to achieve reinstatement, Client agrees to use the service of Appeal Assassins exclusively for 30 days from the first upfront payment. Client agrees not to use the service of another consulting/reinstatement/appeal service for 30 days from the agreement of this contract.



SERVICE FEES AND PAYMENTS 4 of 6

FEES. Clients agree to pay Appeal Assassins a flat, up-front fee of \$1499.00 to commence services. In addition, when an Amazon Seller Account is reinstated, the Client agrees to pay the reinstatement fee of \$199 to Appeal Assassins via PayPal/Stripe within twenty-four (24) hours of the account reinstatement. Client will be considered to have received notice of their reinstatement when Appeal Assassins provides the Client with evidence of reinstatement or, when the Client notifies Appeal Assassins of their account reinstatement, whichever is sooner. The \$199 Payment is due when the items (either Amazon FBA or merchant fulfilled) are available on the Amazon store for sale. Additional after reinstatement account reviews and delays in fund disbursement by Amazon, **WILL NOT** impact or delay the \$199 after reinstatement fee due to Appeal Assassins. Once the account is reinstated, the service is completed. Any new account suspension that occurs **AFTER** the account is reinstated, is considered a separate job with new separate fees.

LATE FEES, INTEREST, and ATTORNEY FEES. A payment will be considered late after twenty-four (24) hours has elapsed since the payment was due. The late fee schedule below refers to reinstatement fees after an Amazon seller account is successfully reinstated.



The late fee schedule is as follows:

- Appeal Assassins will assess a late fee of \$49 after (24) hours has elapsed.
- Appeal Assassins will assess an additional late fee of \$49 after 7 days has elapsed.
- Appeal Assassins will continue to apply an additional 10% interest of the total amount due (including late fees) per each additional week that the payment continues to be late.
- All interest will begin being assessed when the payment is considered late.
- If the seller fails to submit the agreed upon after reinstatement fee within 7 days of reinstatement, the seller authorizes Appeal Assassins to take any action necessary to close the seller account or return the seller account to suspended status.

Attorney Fees:

- If payment is not submitted after 3 days has elapsed, the case will be transferred to our attorney. The seller will be responsible for an additional \$500 in attorney collection fees.
- Any additional fees that Appeal Assassins incurs to collect the funds using an attorney will be applied to the total amount due.



CHARGEBACK POLICY.

- Clients are responsible for ensuring that all payments made through any third party payment provider are from a valid payment source with sufficient funds to cover the transaction.
- Client agrees to refrain from making “chargebacks” or dispute payments through PayPal and/or from their credit card for any reason. Instead, Appeal Assassins client agree to contact us immediately in the event of any payment problem or dispute.
- Clients agree that in the event of any denied payment or unjustified chargeback the Client bears sole responsibility for making the payment. If the Client does not rectify the denied payment or chargeback within (3) three business days, Appeal Assassins will take all actions legally available to recover the funds including contacting both PayPal and your banking institution or credit card company and presenting a copy of this Agreement to indicate your agreement with our Chargeback Policy.



SECURITY.

The security of our Clients' Personal Information is important to us.

Nonetheless, no method whether it being over the net or electronic storage is fully protected. As a result, while we try for the use of commercially acceptable means to Protect your Personal Information, the Company cannot guarantee its absolute security and cannot accept any liability where the security of your Personal Information is compromised. Any information provided as part of making a payment whether through PayPal or any other third party payment processor is subject to the Security protections and policies of the payment processor and Appeal Assassins is not responsible and will bear no liability for any security breach that occurs while a Client's data or personal information is in the care of any entity other than Appeal Assassins.



REVIEWS AND REFERENCES

- In the event that a Client's Amazon Seller Account is reinstated, the Client agrees to make a good faith effort to provide a positive review for Appeal Assassins.
- Appeal Assassins will send the Client instructions for providing a review after the successful reinstatement of the Client's account.
- Clients will also make good faith efforts to be available as a reference for Appeal Assassins when references are requested by prospective clients. If a reference is needed by Appeal Assassins, the client will be contacted to provide a review.
- Clients agree to make all good faith and reasonable efforts to comply with Appeal Assassins' requests for reviews and references.
- After the account is reinstated, the Client authorizes Appeal Assassins to post before and after pictures on all Appeal Assassins owned web sites.
- After the account is reinstated, the Client authorizes Appeal Assassins to post screenshots of the Seller Performance reinstatement email on all Appeal Assassins owned web sites. If requested by the Client, Appeal Assassins will cover sensitive information.

DISCLAIMERS AND LIMITATIONS ON LIABILITY. ACCESS TO OUR SERVICES AND THE INFORMATION AND CONTENT CONTAINED THEREON IS PROVIDED “AS IS” AND “AS AVAILABLE” AND WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT BREACHES OF SECURITY AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON OUR SERVICES OR THE INFORMATION IN OUR SERVICES, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. WE EXPRESSLY DISCLAIM ANY LIABILITY WITH RESPECT TO ANY INJURY CAUSED BY ANY USER, OR ANY DAMAGE SUFFERED BY ANY USER, AS A RESULT OF THE ACTIONS OR INACTIONS OF ANY OTHER USER. IF YOU ARE DISSATISFIED WITH OUR SERVICES OR ANY CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING AND ACCESSING OUR SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO IN THESE JURISDICTIONS THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE USER.

USER ASSUMPTION OF RISK. WITHOUT LIMITING ANY OF THE OTHER RISKS WE HAVE DISCLOSED TO YOU IN THESE TERMS, YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF OUR SERVICES, INCLUDING ANY CONTENT YOU SUBMIT TO USE AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE AND ACCESS TO OUR SERVICES AND THE INFORMATION AND CONTENT CONTAINED THEREIN, AND ANY SITES LINKED THROUGH OUR SERVICES AND ANY DATA TRANSMITTED THROUGH OUR SERVICES IS AT YOUR SOLE RISK. ACCORDINGLY, WE DO NOT ASSUME ANY LIABILITY TO YOU FOR OR RELATING TO ANY OF YOUR ACTIONS, INCLUDING THE PUBLICATION OF ANY CONTENT YOU SUBMIT OR OUR EXERCISE OF THE RIGHTS YOU GRANT TO US WITH RESPECT THERETO.

LIMITATION OF LIABILITY. IN NO EVENT SHALL WE OR ANY OF OUR SUBSIDIARIES OR AFFILIATES, OR OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS AND LICENSORS (COLLECTIVELY, THE “PRACTICE FUSION ENTITIES”) BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES,



INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF INFORMATION, HOWEVER CAUSED AND WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF WE HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, OUR AGGREGATE LIABILITY IN RESPECT OF ANY CLAIM OR ACTION YOU MAY BRING AGAINST US OR ANY OF THE PRACTICE FUSION ENTITIES, REGARDLESS OF FORM OF ACTION OR THEORY OF LIABILITY, SHALL BE LIMITED TO THE GREATER OF (1) ONE HUNDRED UNITED STATES DOLLARS (US \$100), AND (2) THE AGGREGATE FEES ACTUALLY PAID BY YOU TO US FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO SUCH CLAIM OR ACTION. YOU ACKNOWLEDGE THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE UNKNOWN OR UNSUSPECTED.

IN THE CASE OF A JURISDICTION THAT RESTRICTS LIMITATION CLAUSES, THIS LIMITATION SHALL BE APPLIED TO THE GREATEST EXTENT PERMITTED BY LAW. NOTHING IN THESE TERMS OF USE IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE THAT MAY NOT BE LAWFULLY TERMINATED.



LEGAL NOTICES

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SEVERABILITY. If any provision of these Terms is deemed invalid or unenforceable, then (a) that provision shall be construed to the extent necessary to make it valid and enforceable in such a manner as comes closest to preserving the intentions of such provision, and (b) the remaining provisions shall remain in full force and effect.

NO WAIVER. Our failure at any time to require performance by you of any provision of these Terms shall in no way affect our right to enforce such provision, nor shall the waiver of any breach by you of any provision herein constitute a waiver of any succeeding breach or the provision itself.

ELECTRONIC CONTRACTING. Your use of our Services includes the ability to enter into agreements and/or to make transactions electronically.

YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE SERVICES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

CHOICE OF LAW; JURISDICTION. These Terms of Use will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding, or litigation arising in connection with the Service will be brought solely in _____ which is the exclusive forum for disputes arising out this Contract, and you consent to the jurisdiction of such courts.

Appeal Assassins

Date _____

Signature _____

Client _____

Date _____

Signature _____

