

THE MARKETING MILLENNIAL

CLIENT SERVICES AGREEMENT & TERMS OF SERVICE

Effective Date: _____

These Client Services Agreement & Terms of Service ("Agreement") govern the relationship between **The Marketing Millennial LLC** ("The Marketing Millennial," "Agency," "Company," "we," "our," or "us") and the client ("Client," "you," or "your").

By engaging our services, signing a proposal, purchasing a subscription, accessing our websites, software, client portals, or technology solutions, or otherwise utilizing any products or services provided by The Marketing Millennial, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

These Terms apply to all services provided by The Marketing Millennial unless superseded by a separate written agreement executed by both parties.

1. About The Marketing Millennial

The Marketing Millennial is a marketing strategy, branding, technology implementation, automation, software development, research, and business consulting company that helps organizations improve visibility, streamline operations, generate leads, strengthen customer relationships, and accelerate growth through integrated marketing and technology solutions.

Our services may include, but are not limited to:

- Marketing Strategy
- Brand Development
- Website Design & Development
- Search Engine Optimization (SEO)
- Google Business Profile Management
- Reputation Management
- Social Media Marketing
- Email Marketing
- SMS Marketing
- CRM Implementation
- Workflow Automation
- Artificial Intelligence Integration
- Lead Generation Systems

- Employee & Customer Research
- Business Consulting
- Reporting Dashboards
- Landing Pages
- Sales Funnel Development
- Software Solutions
- Training & Support

We may also provide access to proprietary software developed by The Marketing Millennial, including but not limited to:

- TradeFlow EQ™
- TradeRep Pro™
- RightDesk Reports™

Additional software, products, and services may be introduced as our business evolves.

2. Scope of Services

The scope of services provided to the Client shall be defined within the applicable proposal, statement of work, subscription, service agreement, or invoice.

Any work requested outside the agreed scope may require a separate proposal, change order, or additional fees.

Unless otherwise stated, all timelines are estimates and may be adjusted based on Client responsiveness, third-party delays, or unforeseen circumstances.

3. Client Responsibilities

To ensure successful delivery of services, the Client agrees to:

- Provide accurate and complete information.
- Respond to requests for approvals or revisions in a timely manner.
- Maintain ownership or authorization for all business accounts used in connection with our services.
- Provide lawful access to business assets, marketing accounts, websites, domains, and customer information.
- Ensure all materials supplied to The Marketing Millennial are owned by the Client or properly licensed.

The Client acknowledges that delays in communication or approvals may impact project timelines.

4. Marketing Authorization

The Client authorizes The Marketing Millennial to create, publish, schedule, distribute, manage, and optimize marketing campaigns on the Client's behalf.

This authorization may include:

- Social Media
- Email Marketing
- SMS Marketing
- Review Campaigns
- Websites
- Landing Pages
- CRM Automation
- AI Assistants
- Advertising Campaigns
- Google Business Profile Management
- Marketing Reports

The Client may revoke this authorization upon termination of services.

5. Software & Platform Access

As part of our services, The Marketing Millennial may provide access to proprietary software, licensed software, client portals, automation platforms, reporting dashboards, and other technology solutions designed to support the Client's business.

Depending on the engagement:

- Software access may be included as part of a monthly service agreement.
- Software subscriptions may be billed directly to the Client.
- The Marketing Millennial may purchase, configure, and manage software subscriptions on the Client's behalf.
- The Client may receive access to proprietary software and technology developed by The Marketing Millennial.

Unless otherwise stated in writing, access to proprietary software is granted as a limited, non-exclusive, non-transferable, revocable license during the applicable service period. Ownership of all proprietary software remains with The Marketing Millennial.

Where the Client owns subscriptions to third-party software, those accounts remain the property of the Client and are governed by the applicable third-party terms.

6. Intellectual Property

Unless otherwise agreed in writing, all original work created by The Marketing Millennial remains the intellectual property of The Marketing Millennial.

This includes, but is not limited to:

- Software
- Automation Workflows
- AI Agents
- Dashboards
- Assessments
- Prompt Libraries
- Marketing Frameworks
- Campaign Templates
- Standard Operating Procedures
- Internal Methodologies
- Training Materials
- Reporting Systems

The Client retains ownership of all original content, trademarks, logos, and business assets provided by the Client.

Upon full payment, the Client receives the rights specifically outlined within the applicable proposal.

7. Third-Party Platforms

Our services may utilize third-party providers, including payment processors, communication providers, hosting providers, advertising platforms, CRM systems, analytics providers, artificial intelligence providers, and other software vendors.

The Marketing Millennial is not responsible for outages, policy changes, pricing changes, security incidents, or interruptions caused by third-party providers.

8. Communications & Marketing Compliance

Where applicable, The Marketing Millennial may send communications on behalf of the Client, including email, SMS, appointment reminders, review requests, newsletters, and promotional campaigns.

The Client represents that all contact information supplied has been lawfully collected and that any required consent has been obtained.

The Marketing Millennial will make commercially reasonable efforts to comply with applicable messaging regulations; however, the Client remains responsible for the legality of its customer lists and business practices.

9. Payment Terms

Payment schedules are outlined in the applicable proposal or agreement.

Unless otherwise stated:

- Monthly services are billed in advance.
- Setup fees are non-refundable once work has commenced.
- Subscription services renew until canceled in accordance with the agreement.
- Late payments may result in suspension of services.

Any collection costs, including reasonable attorney's fees, may be recovered where permitted by law.

10. Confidentiality

Both parties agree to maintain the confidentiality of proprietary business information exchanged during the course of the engagement.

Confidential information shall not be disclosed to third parties except as necessary to perform contracted services or as required by law.

11. Privacy & Data

The Marketing Millennial collects and processes information necessary to provide services.

Client information is handled in accordance with our Privacy Policy.

We do not sell personal information collected through our services.

12. No Guarantee of Results

Marketing, technology, automation, and consulting services involve numerous variables beyond our control.

Accordingly, The Marketing Millennial does not guarantee:

- Revenue
- Sales
- Rankings
- Lead Volume
- Search Engine Placement
- Advertising Performance
- Business Growth
- Return on Investment

Past performance does not guarantee future results.

13. Limitation of Liability

To the fullest extent permitted by law, The Marketing Millennial shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising from the use of our services, software, websites, automations, or recommendations.

Our total liability shall not exceed the fees paid by the Client during the three (3) months preceding the event giving rise to the claim.

14. Indemnification

The Client agrees to defend, indemnify, and hold harmless The Marketing Millennial from claims arising from:

- Client-supplied content
 - Violations of applicable laws
 - Customer disputes
 - Intellectual property infringement resulting from Client materials
 - Misuse of software or marketing systems
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15. Suspension & Termination

The Marketing Millennial reserves the right to suspend or terminate services for:

- Non-payment
- Fraudulent activity
- Illegal conduct
- Abuse of our systems
- Material breach of this Agreement

Either party may terminate services according to the terms of the applicable proposal or subscription agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflict of law principles.

17. Changes to These Terms

The Marketing Millennial reserves the right to modify these Terms at any time.

Updated versions will become effective upon publication on our website or upon written notice to the Client.

Continued use of our services constitutes acceptance of the revised Terms.

18. Contact Information

The Marketing Millennial LLC

Email: info@themarketingmillennial.com

Website: www.themarketingmillennial.com