

## SERVICE AGREEMENT and AUTHORITY TO PROCEED

### Parties in the Agreement:

This Service Agreement and Authority to Proceed (referred to herein as "Agreement") is made between RemoveBadReviews.com (hereinafter referred to as RBR), a Delaware LLC. with its primary place of business at 189 South Orange Avenue, Suite 1800R, Orlando, Florida, 32801 and \_\_\_\_\_, (hereinafter referred to as Client), whose address is \_\_\_\_\_ and whose email address is \_\_\_\_\_ and contact phone number is \_\_\_\_\_.

### 1. Services:

- A. RBR provides a service that works to remove online negative and bad reviews that have been posted regarding Client on review and ratings website(s).
- B. That Client has a need for such services and has requested that such services be provided to it.
- C. That Client hereby agrees to engage and retain RBR to remove the following reviews (Total Reviews Contracted: \_\_\_ at \$ \_\_\_ each, specifically described in attached, Exhibit A. \_\_\_ (Client's initials)

### 2. Term of Services

- A. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of Services or 180 days from the date of this Agreement, whichever event sooner occurs.
- B. This Agreement shall automatically continue for successive terms of 30 days with the same terms and conditions after the initial 180-day contractual period. Client may terminate the automatic successive terms by:
1. providing 15 days e-mail written notice of its intention not to renew at any time during any of the automatic successive 30 days terms; or
  2. providing email notice of its intention not to extend for successive terms at any time prior to the end of the initial 180-day contractual period.
- C. When this Agreement is either canceled or expires, Client will be responsible for and liable to RBR for the payment of any removal that occurs as a result of efforts made by RBR that commenced during the contract period and that subsequently are removed or deleted within 15 days of such cancellation or expiration.

### 3. PERFORMANCE GUARANTY:

A. Client will have no obligation, financial or otherwise, to RBR in the event RBR is not successful in having removed the review(s) contracted for. If multiple reviews are contracted for and only a portion of them are removed, Client's financial obligation remains and exists ONLY for those which were removed but NOT for those that were not removed. As review(s) are removed it/they will be billed and invoiced to Client within 5 days or less after each removal. However, any delay in sending an invoice to Client for reviews that were removed does not relieve or forgive Client of their financial obligation.

B. Client understands and agrees that **RBR is not guaranteeing any results and does not guarantee the removal of any review or rating.** RBR has an excellent success rate but can never guarantee that a specific review will be removed or deleted. As such, RBR only charges Client and is only to be paid by Client upon the removal or deletion of the specific review(s) contracted for.

C. If within 30 days the same reviewer reposts the same review from the same IP address as the original post that RBR had deleted or removed, RBR will use best efforts to have the review removed again for no additional fees to Client. Although success is likely, there are no guarantees of success for the subsequent removal.

D. **Regarding Yelp Reviews.** In the event you are contracted for Yelp reviews we are informing you that Yelp can be especially problematic when removing its reviews. Sometimes a review is shifted to a Yelp section called, "NOT RECOMMENDED" and are removed from the primary review and ratings section. If RBR is successful in having your Yelp review removed from the primary review section and moved into the Not Recommended section where the ratings calculation is not included, the parties to this contract agree that such action will be considered a "Removal" for purposes of this Agreement and Client will be responsible for payment to RBR as if this was a full removal.

4. **Compensation:** Client shall be charged the following fee(s):

1. \$\_\_\_\_\_ for **each** of the reviews referenced in paragraph 1(c) above and attached Exhibit A. \_\_\_\_ (*Client's initials*)
2. Payment shall be made by Client to RBR within 72 hours of receiving a detailed invoice of the services provided and completed. Invoices will only be sent after the successful deletion or removal of the contacted review(s).
3. All payments made to RBR shall be made by Client via wire transfer, check, or credit card, payable to Remove Bad Reviews.
4. If Client chooses to pay by credit card Client agrees that a 2.9% Service Fee will be added to Client's invoice as a Service Fee. This Service Fee shall be paid along with payment for the services rendered by RBR.

5. **Penalties for Failure to Pay:**

A. Because **RBR does not get compensated unless and until the contracted negative review(s) is/are removed, payment shall be made timely.** Any late

payment shall be deemed a material breach of this Agreement and all costs and fees associated with any enforcement action to collect the fees owed shall be the responsibility of the Client. If Client does not pay timely, RBR has the sole right to cancel the contract as a result of Client's failure to make timely payment. The cancellation of this Agreement by RBR does not forgive or waive Client's financial obligation for services performed by RBR.

B. If Client fails to pay pursuant to this contract, RBR has the right to reinstate any negative review(s) that RBR had removed or deleted. An exercise of this option shall not relieve Client of its financial obligation to RBR or RBR's right to enforce the collection of the delinquent debt or financial obligation from Client.

#### **6. Mediation and Legal Fees**

The parties will initially attempt to promptly communicate with one another if any dispute arises out of or relating to the formation, performance, or termination of this Agreement. If the parties are unable to reach a resolution, such dispute may be submitted to pre-suit mediation before a single mediator in Orange County, Florida, if both RBR and Client agree to pre-suit mediation. If the parties both agree to pre-suit mediation, the choice of mediators shall be mutually decided by the parties, with each party paying 50% of the mediator's fee, within 5 days of selecting the mediator. If an agreement cannot be reached concerning a choice of mediator, each party shall then choose one mediator and the two mediators shall jointly select a 3<sup>rd</sup>. Attorney fees, mediator fees, and related expenses shall be borne by each respective party for their choice (the cost of 3<sup>rd</sup> mediator, if necessary, shall be equally shared between the parties). Mediation may be formal or informal mediation, at the election of RBR. In the event both parties do not agree to have pre-suit mediation, or in the event of pre-suit mediation a resolution cannot be reached during mediation, a Court action can be filed by either party only in Orange County, Florida, which shall have exclusive venue and jurisdiction over this Agreement, the parties, and the subject matter of the dispute. In the event of a lawsuit, the prevailing party shall be entitled to recover and be awarded full damages, plus full reimbursement for all attorney fees, mediator fees, and associated costs and expenses as a result of any mediation and of the litigation.

#### **7. Exclusive Jurisdiction and Venue:**

**The parties agree that any legal action, mediation, arbitration, suit, or proceeding arising out of or relating to this Agreement or the agreements and transactions contemplated hereby shall be instituted in the state court in Orlando, Orange County, Florida which shall be the exclusive jurisdiction and venue of said legal proceedings. Each party consents to the personal jurisdiction of such courts and waives any objection that such party may now or hereafter have to the personal jurisdiction of such courts or the laying of venue of any such action, suit or proceeding.**

#### **8. Confidentiality:**

Unless expressed by written mutual consent of the parties, neither party shall disclose the specific identity of the other party to others, unless litigation becomes necessary. The exception is that Client may disclose the identity of RBR to others for purposes of making a recommendation of RBR's services.

**9. Mutual Agreement and Understanding of the Parties:**

1. The parties agree that in the event a dispute or disagreement arises between them that the parties agree to resolve any differences or disputes which may arise only as is set forth in paragraph 6 above.
2. Client shall not post, cause to be posted, or disparage RBR with any negative reviews or online comments regarding RBR in the event RBR is not successful in removing or deleting the contracted reviews during contract period as RBR has made no guarantees, promises, or representations that it can or absolutely will. have review(s) removed and does not charge a fee for any non-removal or for unsuccessful efforts at removal.
3. This Agreement is non-assignable to any 3rd party by Client, without the express written consent of RBR.
4. That RBR shall be the sole and exclusive company, person, or entity that is working on removing or deleting the bad or negative review(s) which are being contracted for. This includes the Client itself and any of its employees or representatives. Any review removed or deleted during this contract period shall be credited to RBR, unless otherwise mutually agreed upon in writing by the Parties.

**INITIALS REQUIRED by CLIENT. PLEASE READ CAREFULLY:**

Client is contracting for and understands that RBR is being hired to remove \_\_\_ reviews at \$\_\_\_ PER REVIEW REMOVAL. A complete listing of each review being contracted for is contained in Exhibit A of this agreement. \_\_\_\_\_ (*Client's initials*)

Upon this Agreement being signed, any independent effort or attempt to remove the same review(s) by Client that is now being contracted for with RBR and Client, is impermissible and is a breach of this Contract. **ONLY RBR IS AUTHORIZED TO REMOVE ANY BAD REVIEWS ON BEHALF OF CLIENT.** If there are already current efforts being made or have commenced, Client shall inform RBR in writing of this, as RBR will not accept any review removal if alternative efforts are being made. This restriction on Client's independent efforts includes but is not limited to efforts made by Client, Client's agents or employees, Client's legal counsel, Client's litigation efforts, by any other company or entity, or any other reason. If any review that is contracted for in this Agreement is removed during the terms and time frame of this Agreement, RBR will receive credit for its/their removal and Client will be responsible for payment to RBR for its/their removal. \_\_\_\_\_ (*Client's initials*)

That the terms and duration of this Agreement are non-cancellable and are binding on both parties. This Agreement can only be terminated or modified by mutual written consent of the parties. \_\_\_\_\_ (*Client's initials*)

**Date and Signatures:**

By:

RBR: [REMOVEBADREVIEWS.COM](http://REMOVEBADREVIEWS.COM)

Signature of Authorized Representative of RemoveBadReviews.com

\_\_\_\_\_  
Date: \_\_\_\_\_

By:

Client: \_\_\_\_\_

Signature of Authorized Representative of Client:

\_\_\_\_\_  
Date: \_\_\_\_\_

