

This Master Services Agreement (“Agreement”) sets forth the terms under which you, the Customer, agree to purchase Services (“Service”) provided by MI Digital Solution (“MIDS”) and its parent company Avant Garde Media, LLC. The Service is subject to the prices, quantities, terms, and conditions outlined in your Order Form (“Order”) and any applicable Riders. This Agreement, along with any riders or attachments, governs the relationship between you and MIDS. References to “you”, “your”, “the Client” in this Agreement refer to the Customer.

**Domain Renewal, 3rd Party Subscriptions, Hosting, and Website Maintenance:** Unless otherwise specified in the Order, you are responsible for managing your domain renewal, third-party subscriptions, hosting, and website maintenance. It is your responsibility to stay informed about renewal dates and allocate the necessary financial and personal resources for ongoing maintenance.

**Client-Provided Content:** The Client agrees that any content, blog posts, images, or media provided to MIDS are the sole responsibility of the Client to ensure they do not violate any copyright, ownership, or intellectual property rights. The Client will hold MIDS harmless from any claims, liabilities, or damages arising from the use of such materials. Additionally, the Client agrees to cover all legal fees or costs that may result from disputes or violations related to the provided materials.

**Ownership of Content, Domains, and Accounts:** Any content, blog posts, images, media, or third-party accounts, as well as any domains provided to MIDS by the Client, will remain the sole property of the Client unless otherwise specified in the Order Form. However, all content, blog posts, images, media, accounts, websites, domains, third-party tools, software, or any materials created or utilized by MIDS in the provision of services will remain the sole property of MIDS, unless otherwise agreed in writing.

**Work Product:** Any designs (excluding full website purchases), inventions, improvements, or developments created by MIDS while providing Services to the Customer, whether independently or in collaboration, will be the exclusive property of MIDS. These items will not be considered works made for hire unless stated otherwise in the Order Form. All rights, titles, and interests in such materials are fully assigned to MIDS as its sole and exclusive property.

**Property Rights:** MIDS retains full ownership of all rights, titles, and interests in its trade names, service marks, inventions, copyrights, trade secrets, patents, and know-how related to the design, function, or operation of its systems, unless otherwise specified in the Order Form. This Agreement does not grant you any license to use MIDS's logo, trade names, or service marks. However, you consent to MIDS using your trademark or logo for the purpose of displaying you as a customer or vendor.

**Regulatory Compliance:** The Client acknowledges and agrees that it is solely responsible for ensuring full compliance with all applicable laws and regulations, including but not limited to the Americans with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act (HIPAA). MIDS does not assume any responsibility for the Client's regulatory compliance obligations. MIDS will cooperate with the Client as reasonably required to assist with compliance. The Client agrees to indemnify, defend, and hold MIDS harmless from any and all claims, liabilities, damages, losses, fines, penalties, or expenses (including reasonable attorneys' fees) arising out of or relating to the Client's failure to comply with any applicable laws or regulations, including but not limited to ADA and HIPAA requirements. It is the Client's sole responsibility to implement and maintain necessary safeguards and processes to ensure such compliance.

**Transfers and Assignments:** You may not assign, transfer, or delegate your rights, passwords, or obligations related to the Services provided by MIDS without obtaining prior written consent from MIDS. Any attempt to transfer rights or duties without this written permission will be considered void and legally unenforceable.

**Term and Termination (Cancellation Policy):** This Agreement will remain effective for the term specified in your Order Form and will renew automatically for periods equal to the Initial Term unless properly terminated. You can cancel a Renewal Term by providing 30 days' written notice before the current term ends. If you or MIDS terminate the service early, you may incur termination fees and be responsible for all outstanding charges and costs incurred up to the termination date. MIDS reserves the right to reject any Order Form at its discretion.

**Billing and Collection of Charges:** MIDS will bill you monthly for recurring charges ("MRCs"), non-recurring charges ("NRCs"), and hourly services as outlined in your Order Form. MRCs are billed in advance for the subsequent period, while usage or hourly services are billed monthly for the prior period. Charges are prorated for partial months. Invoices must be paid by the due date. Late payments may incur a \$35 fee. Services may be discontinued if payment is overdue by 30 days.

**Refund Policy:** All payments to MIDS are non-refundable, except in cases of billing errors on MIDS's part. MIDS may issue a refund at its discretion, minus any applicable payment processing fees. Refund requests must be made in email, and MIDS reserves the right to verify and confirm billing errors before processing any refunds.

**Notices and Communications:** You are required to provide a mailing address and/or email address on your Order Form where MIDS can send notices and other communications. All notices you send to MIDS must be delivered via email to [info@midigitalsolution.com](mailto:info@midigitalsolution.com).

**Solicitation:** During the term of this Agreement, any renewal periods, and for six (6) months after termination (voluntary or involuntary), you agree not to solicit or attempt to solicit any current or former MIDS customers, clients, prospects, employees, or vendors to stop doing business with MIDS or to engage with competitors offering similar services. In the event of a breach, MIDS is entitled to seek injunctive or equitable relief.

**Limitation of Liability:** MIDS is not liable for any direct, indirect, incidental, general, special, consequential, or punitive damages, including but not limited to loss of profits, business opportunities, data, or use, even if you were informed of such possibilities. MIDS is not liable for service unavailability due to network or provider issues beyond its control, transmission errors, or security risks like viruses or cyberattacks. You agree not to hold MIDS responsible for third-party actions or damages caused by inoperability of your equipment, data, or software.

**Third-Party Services:** MIDS promotes services from third-party merchants, but does not control their products or services. Merchants are solely responsible for order processing, advertising, fulfillment, billing, and customer service. MIDS is not a party to any transactions between you and the merchant and is not liable for any agreements made unless specifically stated in a signed agreement with MIDS.

**Acceptable Use Policies:** If you use the Service in an illegal manner, MIDS may terminate the Service, treating it as an early termination with associated fees.

**Partial Invalidity; Waiver; Conflict of Terms:** If any part of this Agreement is deemed invalid by a court, the remaining provisions will still be enforceable. Waiving a breach of the Agreement does not waive future breaches. In case of a conflict, the Rider will take precedence over the MSA, and the Order will take precedence over both.

**Entire Agreement; Modifications:** This Agreement and your Order Form represent the complete understanding between the parties and replace all prior discussions. Any modifications to this Agreement must be made in writing and agreed upon by both parties.

**Indemnification:** You agree to indemnify and hold MIDS and its affiliates, officers, employees, and partners harmless from any claims, losses, or liabilities, including legal fees, arising from your misuse of the Service, violation of laws, or infringement by you or your account users. MIDS reserves the right to take control of its defense at its own expense. You cannot settle any related disputes without MIDS's written consent.

**Attorneys' Fees:** If legal proceedings are initiated to enforce any terms of your Order Form or this Agreement, you agree to cover all associated costs, including MIDS's attorneys' fees.

**Applicable Law, Venue, and Jurisdiction:** This Agreement is governed by the laws of the State of Michigan. Any disputes may be arbitrated in Oakland County, Michigan, with MIDS's prior written consent. Otherwise, all legal actions related to this Agreement must be filed exclusively in the Oakland County Circuit Court, Troy District Court, or the Federal District Court for the Eastern District of Michigan.

**Statute of Limitations:** Any claim you wish to bring against MIDS, whether related to tort, contract, or otherwise, must be filed within six (6) months from the date the issue giving rise to the claim occurred.

**Agreement Modifications:** This Agreement is subject to change by MIDS with prior written notice to the Client. Any changes will be communicated via email. Continued use of MIDS's services after such notice constitutes acceptance of the updated terms.