

Social Media Marketing Agreement

This Social Media Marketing Program (the "Agreement") is between CMCS Management, Inc. ("CMCS") and the facility ("Facility"), together the "Parties". The Facility agrees to engage CMCS for consulting services, and CMCS agrees to be engaged by the Facility, upon the terms and conditions set forth herein,

In consideration of the mutual covenants and agreements herein contained, the Parties agree as follows: CMCS shall 1) prepare Social Media marketing materials to post on the Facility's Social Media; 2) provide reasonable individual consulting on an "as needed" basis; 3) bill the Facility's credit card \$400 per month from the date of this Agreement until termination as described herein; 4) Create or modify Facility's "blog type posting", where the Facility has the ultimate decision on what is posted. The Facility: 1) expressly agrees to "opt in" to receive email, faxes and any other form of electronic communication; 2) acknowledges that it is solely responsible for any transmission or distribution of CMCS materials sent by the Facility, as well as the creation of any distribution database; 3) acknowledges that CMCS does not transmit any materials, facilitate transmission of any materials, nor create any databases beyond posting approved materials on the Facility's social media accounts; 4) Facility agrees to disclose to CMCS the username and password for prescribed social media accounts and CMCS shall not divulge any for any reason 5) acknowledges that all CMCS materials are and shall remain owned exclusively by CMCS as further described herein; and 6) agrees not to share CMCS materials with third parties or post them on the Facility's website.

This Agreement may be terminated for any reason by the Facility after 90 days of inclusion on the program at \$400 per month or by CMCS ONLY upon written notice only via email with corresponding confirmation of CMCS. Verbal notice (e.g., telephone) is not accepted. Termination shall occur on the date upon which email notice is submitted by Facility as indicated by email date stamp; no pro rata refunds for partial months shall be provided for any reason. Termination cannot be scheduled in advance. Once a Facility enters into this Agreement, no refund shall be provided of any funds paid to date. After termination, should billing continue erroneously by CMCS, it is the sole responsibility of the Facility to inform CMCS immediately. The Parties mutually agree that a maximum of 3 months of fees will be refunded should the facility fail to timely notify CMCS of continued or over-billing regardless of when the termination notice was received and confirmed. The Facility is solely responsible for updating CMCS of any change in Facility's credit card information. If CMCS is unable to collect the monthly fee via credit card for any reason, the Parties agree that CMCS shall charge the Facility a 1-time \$25 fee for each month for administrative fees. Facility shall also be responsible for reasonable collections fees, including legal fees, for non-payment.

The Facility acknowledges and agrees that all content provided or published by CMCS's Social Media Program in any format (the "CMCS Content") is the exclusive property of CMCS, which takes diligent measures to protect its proprietary interest and prosecutes violators to the fullest extent of the law. The Facility shall not share, publish or otherwise disclose any CMCS Social Media Program Content, directly or indirectly, or use, copy or discuss any CMCS Content or CMCS intellectual property either during the term of this Agreement or at any time thereafter without prior written consent by CMCS. Facility acknowledges that the CMCS Social Media Program Content is unique and valuable and that unauthorized disclosure of CMCS Social Media Program Content and Consultations would destroy or diminish the value of such information. Damages resulting from the unauthorized disclosure of CMCS Social Media Program may be impossible to calculate; therefore, the parties agree that CMCS shall be entitled to injunctive relief preventing the disclosure of any CMCS Social Media Program information. Such injunctive relief is in addition to any other remedies available, whether at law or in equity. CMCS shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief, whether in collections, litigation or other dispute resolution procedures.

The Facility shall indemnify and hold harmless CMCS, its agents, employees and principals from any and all issues, claims, matters or disputes of any nature arising from the terms of this Agreement and/or any services or actions rendered by CMCS to the Facility. This includes actions by third parties, none of which are intended beneficiaries of this Agreement.

The facility acknowledges that CMCS does not provide legal advice or medical advice. All opinions provided by CMCS Social Media Program are for educational purposes only. It is the responsibility of the Facility to seek independent legal counsel regarding Facility's business activities. Facility is solely responsible for the diagnosis, prognosis and treatment of its patients. Any litigation arising from this Agreement shall be brought and maintained in the Supreme Court of the State of New York in the County of Suffolk, which shall have exclusive jurisdiction. If any terms of this Agreement are ruled as void by a court of law, the remaining terms shall remain in full force and effect. This Agreement may be updated and revised from time to time by CMCS upon notice to Facility or by publishing the revised Agreement on the CMCS website at the "Members Consulting Page.. It is the sole responsibility of the Facility to review any revised version of this Agreement.

Doctor's Name (PRINT)			Doctor's Signature			Date		
Address								
Phone #			Fax#			Cell #		
Credit Card #			Expiration Date			E-Mail Address		

Sign and Fax to 661-843-1062 or scan and email to drmark@academvofchiropractic.com

**ONCE RECEIVED, YOU WILL BE E-MAILED INSTRUCTIONS WITHIN 24 HOURS TO GET
STARTED**