

TERMS OF SERVICE

THIS TERMS OF SERVICE AGREEMENT (the "Agreement") is between:

Any individual or party to make payment to the Contractor in exchange for Amazon Appeal Support.

(the "Client")

- AND -

Joshua Price, Suspension Experts (the "Contractor").

This agreement is provided on the website (www.suspensionexperts.com) prior to payment. Unless the Contractor is notified otherwise, within an hour of payment receipt, this agreement is considered accepted, agreed-upon and enforceable.

BACKGROUND:

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

In regard to, Amazon marketplaces, performing the following tasks with a view to reinstating a suspended seller account(s) or suspended product(s):

- Reviewing relevant documentation such as appeal letters, Amazon notifications, invoices and email communication

- Writing appeal letters, plan of actions and other media for sending to Amazon or relevant parties
- Providing email support and advice throughout service delivery

The services will be deemed completed and the Contractor no longer liable to provide further services, terminating this agreement, when one or more of these terms are met:

- The Client's Account or Product is reinstated/restored/made active, evidenced by notification from Amazon or Amazon's actions to that effect
- After all Amazon requested appeals and escalation letters have been sent, the Client receives notification from Amazon that the appeal is denied, and Amazon may not reply to further messages or messages to that effect
- The Client does not receive any communication from Amazon Seller Performance for more than 14 days
- The Client does not respond to the Contractor's communication or instructions for more than 14 days
- The Client fails to follow the Contractor's instructions, alters appeal letters without permission, fails to provide requested documents or communication, is dishonest to the Contractor or in any other way attempts to deceive the Contractor, hindering the ability of the Contractor to provide the service

Any requirement the Client has for the services to be provided after the service is deemed completed and agreement terminated requires a new agreement and therefore further Compensation and is not covered by this agreement, unless otherwise agreed.

Quantity of work: The Contractor will provide these services in an ad-hoc manner at the Contractor's discretion. The Contractor must work in the Client's best interest and complete work where time is of the essence.

Speed of delivery: This agreement and work is regular and ongoing. However, the Contractor agrees to deliver work in a timely manner and respond to all communication from the Client within 48 hours (Monday-Friday).

Dedicated resources: It is at the discretion of the Contractor to select how much resources are dedicated to this work. However, unless discussed with the Client in advance, any use of resources, either staffing, software or similar, will be at no additional cost to the Client.

Changes to the specifics of the above, including: quantity of work to be completed, speed of delivery and dedicated resources available are discussed and specified in communication between the Client and Contractor and may change over time.

Service Outcomes: The outcome of services or discussed objectives are not guaranteed and in some cases may not be quantifiable. While a targeted outcome may be outlined in the sales process and a precedent of successfully obtained outcomes may exist, the Contractor does not offer any warranty or guarantee. The achievement of objectives, positive or negative, does not change the terms of this agreement or the Compensation for services provided.

Services Provided

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
5. This Agreement may be terminated at any time by either Party. The Contractor is not obliged to return any Compensation already received. Refunds are at the discretion of the Contractor.
6. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect. The Client agrees to provide sufficient interaction and support to the Contractor to allow them to fulfil their duties.

Currency

8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

Compensation

9. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor in the form of a "Service Fee".
10. The Service fee is agreed in writing prior to any work commencing. The standard fee for 1 suspended account is £1000.
11. The service fee will be payable by the Client immediately after the Contractor agrees to provide the services to the Client, prior to any services being provided
12. No transaction fees (including bank fees) will be charged to the Client.
13. Invoices submitted by the Contractor to the Client are due immediately on receipt. The Client agrees the Contractor may charge any bank account, credit or debit card on file for balances owed to the Contractor by the Client.

Reimbursement of Expenses

14. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Confidentiality

15. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
16. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
17. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

18. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Contractor. The use of the Intellectual Property by the Client is restricted to the directed use by the Contractor.
19. The Client may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Contractor.

The Client will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

20. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

21. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent Contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. Client's email address or delivery address provided at time of payment

b. Joshua Price, joshua@suspensionexperts.com

or to such other address as any Party may from time to time notify the other.

Indemnification

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Dispute Resolution

24. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

Modification of Agreement

25. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

27. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

29. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

32. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Country of England, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

33. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

34. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties accept this agreement. The Contractor affixes their signature below on 5th March 2019.

Joshua Price
(the "Contractor")

A handwritten signature in black ink, appearing to read 'Joshua Price', written in a cursive style.