

# ClickUp Goal Tracker Template by ZenPilot

## Terms & Conditions

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## TERMS & CONDITIONS:

These Terms & Conditions govern your ("Customer") use of the ClickUp Goal Tracker Template by ZenPilot (the "Product") provided by DoInbound, LLC d/b/a ZenPilot (the "Company"). Please read these Terms & Conditions carefully before accessing or using the Product.

### 1. INTELLECTUAL PROPERTY:

- a. All materials and content provided in the Product, including but not limited to training videos, templates, and any other related materials (collectively, "Materials"), are the intellectual property of the Company. You acknowledge and agree that the Company retains all rights, title, and interest in the Materials.
- b. You are prohibited from redistributing or reselling any part of the Product, including the Materials, in any form or by any means, without the prior written consent of the Company.
- c. The templates provided in the Product may be modified for internal agency use only. Resale or redistribution of modified templates is strictly prohibited.

## **2. POLICIES AND GUIDELINES:**

- a. Users of the Product are allowed to share access to the template within their agency.
- b. All users are expected to utilize the ClickUp Goal Tracker Template by ZenPilot in a manner consistent with its intended purpose and in compliance with all relevant intellectual property laws.
- c. ZenPilot reserves the right to terminate or suspend access to any user found violating these policies and guidelines or any other terms and conditions associated with the ClickUp Goal Tracker Template by ZenPilot.

## **3. DISCLAIMER OF GUARANTEE:**

- a. The Company does not guarantee any specific results, outcomes, or performance as a result of using the Product. You acknowledge and agree that the Product's effectiveness may vary depending on individual circumstances and implementation.

## **4. CONSIDERATION AND FEES:**

- a. Access to the Product is subject to the pricing terms listed on the Company's website. By purchasing the Product, you acknowledge and agree to pay the specified fees.
- b. All fees paid for the Product are non-refundable. No refunds or credits will be provided for any reason.

## **5. JURISDICTION:**

- a. These Terms & Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States, without regard to its conflicts of law principles.
- b. Any legal actions or proceedings arising out of or relating to these Terms & Conditions shall be brought exclusively in the courts of Pennsylvania, located in Butler County.

## **6. DISPUTE RESOLUTION:**

- a. Any dispute, controversy, or claim arising out of or relating to these Terms & Conditions, including the breach, termination, or validity thereof, shall be resolved through arbitration. The arbitration shall be conducted in accordance with the rules and procedures of a reputable arbitration organization mutually agreed upon by the parties.
- b. The decision of the arbitrator shall be final and binding on both parties.

## **7. NON-SOLICITATION:**

Client acknowledges that Service Provider has spent considerable time, money, and other resources recruiting, engaging, and training its service providers (including its employees and independent contractors). At all times while the Services are being provided, and for a period of twenty-four (24) months thereafter, Client will not, directly or indirectly, (a) solicit, encourage, or induce (or in any manner, attempt to encourage, induce, or solicit) any of Service Provider's service providers to terminate his, her, or its relationship with Service Provider in order to accept employment with Client or any other person or entity, or (b) hire any such person to perform work for Client in any capacity whatsoever. If Client breaches this non-solicitation agreement, then Client will immediately pay Service Provider liquidated damages in the sum of \$40,000, which Client acknowledges is a fair and reasonable estimate of the cost to Service Provider of recruiting, engaging, and training a replacement service provider and not a penalty.

## **8. PORTFOLIO USES:**

Client irrevocably grants to Service Provider the right to display its word mark, logo, and work product on Service Provider's website and other promotional materials to display Service Provider's capabilities and experience.

## **9. FORCE MAJEURE:**

Neither party will be liable for any failure or delay in its performance hereof to the extent such failure or delay is due to an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, sabotage, labor dispute, or other causes beyond the reasonable control of such party.

## **10. MISCELLANEOUS:**

If any provision of this Agreement shall be unlawful, void, or for any reason is unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

The Client agrees to indemnify, defend, and protect the Service Provider from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Services.

The Service Provider does not guarantee that Services will be error-free, and cannot be liable to Client or any third-party for damages, including lost profits, lost savings, or other

incidental, consequential, or special damages, even if Client has advised Service Provider of them.

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and subject to the exclusive jurisdiction of the federal and state courts located in Mercer County, Pennsylvania.

The Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the first date of Compensation received for Services.