

**THIS SUBSCRIPTION AGREEMENT** is entered when subscription payment is made.

**BETWEEN**

- (1) Do Better Collective LLC whose principal place of business is at 6005 Kipps Colony Dr. E, Gulfport, Florida, United States of America, 33707 (the **Company**)
- (2) Trail Blazer subscriber (the **Subscriber**)

## **Background**

The Subscriber agree to subscribe to the DBC Trail Blazers membership service of the Company ("**Service**") on the following terms:

### **1 Key terms**

**(a) Service Plan:** DBC Trail Blazers membership

**(b) Commencement Date:** When first subscription payment is made

**(c) Service Period:** monthly or yearly from Commencement Date

**(e) Subscription Fee:** United States Dollar, Monthly (12 month installment agreement) or Yearly

**(f) Notice for Termination:**

Service Period - No Refund of Subscription Fee Upon Termination

Post Service Period - By One Monthly Written/Emailed Notice

### **2 Interpretation**

2.1 The following definitions and rules of interpretation apply in this Agreement.

**Agreement:** this Agreement including any schedules or appendices.

**Confidential Information:** in relation to each Party, any information (whether or not stated to be confidential or marked as such) which it discloses to another Party, or which the other Party obtains from that Party, either orally or in writing or by any other means, under or in connection with this Agreement.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in

computer software, database rights, topography rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for, renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Company Proprietary Rights:** all Intellectual Property Rights that are owned by or licensed to the Company and which are or have been developed independently of this Agreement, that are necessary or desirable to enable the Subscriber to receive and use the Service.

**Service Period:** the period during which the Company will provide the Service to the Subscriber for a Subscription Fee.

**Service:** the services to be provided by the Company as described in the Service Plan under Clause 1.

**Terms and Conditions:** The Terms and Conditions of Service as appeared on and as updated by the Company from time to time.

**Testing Period:** a period during which the Company will provide the Service to the Subscriber for free.

2.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

2.3 A reference to a person includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality).

2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

2.5 A reference to writing or written includes fax and e-mail.

### 3 **Supply of services**

3.1 The Company shall provide the Service to the Subscriber on the terms and conditions of this Agreement.

3.2 The Service Period shall commence on the Commencement Date and shall continue for such period as stated in Clause 1 (or such other period as agreed in writing between the Subscriber and the Company) unless terminated earlier:

(a) as provided by the terms of this Agreement; or

(b) by either Party giving to the other prior written notice of not less than the period as stated in Clause 1.

3.3 If the Subscriber terminates the Agreement for any reason within the Service Period, the Subscriber will be billed 100% of total charge of the remaining period or the Subscriber can replace this Agreement with another agreement of equal or greater than the Agreement revenue commitments.

3.4 The Agreement shall be renewed automatically for successive one-year term and onwards unless either party provides the other with written notice of its intent to terminate one Monthly prior to the end of the Service Period or any renewal period. The Agreement can be terminated by one Monthly Written Notice during any such renewal period.

3.5 For the avoidance of doubt, the calculation of packages shall be on the basis of Monthly. Pro-rata calculation shall not be applicable.

#### **4 Company's responsibilities**

4.1 During the Service Period, the Company shall:

(a) provide the Service to the Subscriber in accordance with the Service plan; and

(b) promptly notify the Subscriber of any expected delays or problems in providing the Service and any circumstances which may prevent proper and timely delivery of the Service.

4.2 The Company shall comply with all laws and regulations applicable to the Service, including those relating to anti-bribery, anti-corruption and data protection.

4.3 The Company may subcontract the performance of all or part of the Service to one or more suitably qualified subcontractors, provided that the Company shall procure the subcontractors to enter into direct undertakings (including with regard to confidentiality) with the Subscriber where requested to do so by the Subscriber. The Subscriber will continue to pay the Subscription Fees to the Company as provided in this Agreement, and the Company will be responsible for the remuneration of (and any expenses incurred by) the subcontractors. For the avoidance of doubt, the Company will continue to be subject to all duties and obligations under this Agreement during the term of engagement of the subcontractors.

#### **5 Subscriber's obligations**

5.1 The Subscriber shall be subject to Terms and Conditions of Service of DBC Trail Blazers membership and will co-operate with the Company where reasonably requested during the Service Period.

5.2 The Subscriber shall be responsible for, except where notified by the Company to the contrary, obtaining and maintaining all consents and licenses and making all filings necessary to receive or use the Service.

5.3 The Company may cancel all or part of the Service if (a) the Service becomes the subject of a claim that such service infringes the rights of any third person or that the Company otherwise does not have the right to permit others to use it; (b) the Service becomes illegal or contrary to any applicable law or regulation. The Subscriber may cancel the affected Service if the Company cancellation substantially frustrates the Subscriber's purpose in subscribing to such Service.

5.4 The Subscriber shall not:-

(a) without the prior written approval of the Company disseminate the contents, news, and information supplied by the Company or any part thereof to any other person;

(b) use or permit the use of the contents, news, and information supplied by the Company or any part thereof for any illegal purpose; and

(c) use the contents, news, and information supplied by the Company or any part thereof other than in the ordinary course of its own business (which shall not include dissemination to third parties).

5.5 The Subscriber shall be wholly responsible for all use of the Service and agrees to indemnify the Company against all and any liability arising, directly or indirectly, and in any jurisdiction, out of the use of the Service. The Subscriber agrees to abide by all applicable laws (whether of Florida or of any relevant jurisdiction) relating to the use of the Service, in particular, but without limitation, the Subscriber shall not access or publish any matter which violates any laws (whether of Florida or of any relevant jurisdiction) and warrants that its use of the Service does not and shall not, directly or indirectly, infringe any third party's intellectual property rights in any jurisdiction.

5.6 If the Subscriber is in breach of any of the terms of this Agreement or Terms and Conditions of Service, the Company may, at its sole discretion, either suspend the Subscriber's access to and use of any of the Service until such breach is remedied or terminate the Agreement and the Subscriber's access to and use of any of the Service. Reinstatement will be at the sole option of the Company and upon such terms and conditions as it shall determine.

## 6 Fees

6.1 Details of the Subscription Fees are set out as follows:

<b>Service Plan</b>	<b>Period</b>	<b>Amount (USD)</b>	<b>Discount (%)</b>	<b>Final Amount</b>
DBC Trail Blazers membership	Monthly (12 month installment agreement)	\$25	varies	\$300 per year
	Yearly	\$300	varies	\$300 per year
<b>Subscriptions are paid in United States Dollar</b>				

6.2 In consideration of the performance of the Service, the Subscriber shall pay the Subscription Fees to the Company in Monthly instalments from the Commencement Date. If the Subscriber does not pay within 7 days after the invoice date, a late payment charge of 0.00% per month will be due and payable with respect to the outstanding balance and the Company will be entitled to terminate this Agreement and/or the provision of any of the Service to the Subscriber.

6.3 Without prejudice to any other right or remedy that the Company may have, if the Subscriber fails to pay the Company on the due date of payment, the Company may suspend the provision of any further Service until payment has been made in full.

6.4 The Subscription Fees exclude goods and services tax, value-added tax or any other applicable taxes, which (if any) shall be invoiced to or paid for directly by the Subscriber at the prevailing rate.

6.5 The Subscriber shall pay the Subscription Fees to the Company by such payment method as agreed by the Company in writing. Time is of the essence for the payment of the Subscription Fees.

6.6 Notwithstanding any other provision of this Agreement, all sums payable to the Company under this Agreement shall become due immediately upon termination.

6.7 The Subscriber shall pay all amounts due under this Agreement in full without any deduction except as required by law, and shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any amount due, in whole or in part.

**7 Confidentiality**

7.1 Each party agrees to keep and procure to be kept confidential the terms of this Agreement and any information in whatever form obtained from the disclosing party pursuant to this Agreement, whether or not designated as confidential (“Confidential Information”), except as permitted by Clause 7.2.

7.2 Each party undertakes not to make available or permit to be made available any Confidential Information to any third party unless it has obtained prior written approval from the disclosing party or such information is already made known to the public or disclosure is required by law.

7.3 Each Party may disclose the other Party's Confidential Information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.4 No Party shall disclose the Price, Content, Terms & Conditions of this Agreement to a third party.

## **8 Intellectual property**

8.1 The Company and its licensors shall retain ownership of all Company Proprietary Rights.

8.2 Any contents, news, and information supplied by the Company to the Subscriber, remain(s) the property of the Company. The Subscriber undertakes not to advertise, or redistribute, and or otherwise to broadcast, such contents, news and information upon termination of the Service or this Agreement, nor to use the word DBC Trail Blazers membership in any way as a business or company name or trademark.

8.3 The Company grants the Subscriber, to use the information from the Service for the duration of Service Period to such extent as is necessary to enable the Subscriber to make reasonable decisions. The Subscriber shall not sub-license or transfer any Company Proprietary Rights.

8.4 Neither the Company nor any of its directors, employees or agents warrant that the Service will be uninterrupted or error-free, or give any warranty as to the results to be obtained from use of the Service. In no event will the Company or its directors, employees or agents be liable to the Subscriber for any damage, (including, but without limitation, special, incidental, or consequential damage) arising from the use of, or inability to use (for whatever reason), the Service, including but not limited to damages resulting from loss of data or loss of profits.

## 9 Termination

9.1 Without prejudice to any accrued rights or remedies available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if at any time a Party:

- (a) commits any serious or repeated breach of any of the provisions of this Agreement;
- (b) (in the case of the Company) is grossly negligent or incompetent in the performance of the Service;
- (c) (in the case of the Subscriber) fails to pay Subscription Fees when they fall due;
- (d) suspends or ceases to carry on all or a substantial part of its business;
- (e) suspends or is unable to pay its debts when they fall due;
- (f) is (where the Party is an individual) declared bankrupt or makes any arrangement with or for the benefit of his creditors;
- (g) is (where the Party is an individual) incapable of performing his obligations under this Agreement (by reason of illness or incapacity or otherwise) for an extended period; or
- (h) is (where the Party is an entity) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Party (other than for the sole purpose of a scheme for a solvent amalgamation or solvent restructuring).

9.2 All obligations and restrictions on the Customer under this Agreement will survive the termination of this Agreement and/or the termination of the provision of any of the Services. No waiver by either party of a breach of any provision of this Agreement, nor delay or omission to exercise any right, shall constitute a waiver of any other breach or default by the other party.

## 10 Force majeure

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one (1) month, the Party not affected may terminate this Agreement by giving written notice of one (1) week to the affected Party.

11           **Assignment and other dealings**

Neither party shall without the prior written consent of the other party assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. The above service cannot be re-distributed.

12           **Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

13           **Waiver**

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14           **No partnership or agency**

14.1        Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

14.2        Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

15           **Entire agreement**

15.1        This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2        Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.



## 16 Severance

16.1 If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

16.2 If there is any inconsistency between this Agreement and the Terms and Conditions, this Agreement will prevail.

## 17 Notices

17.1 Any notice so served by hand, e-mail or post shall be deemed to have been duly given:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of fax or electronic mail on a Business Day prior to 5.00 pm, at the time of receipt ;
- (c) in the case of prepaid recorded delivery, special delivery or registered post, at 10am on the second Business Day following the date of posting; or
- (d) if sent by email, one (1) hour after the email is sent (unless a return email is received by the sender within that period stating that the addressee's email address is wrong or that the message cannot be delivered).

provided that in each case where delivery by hand or by e-mail occurs after 5pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this clause are to local time in the country of the addressee.

17.2 The addresses of the parties for the purpose of clause 17.1 are as follows:

### **Company**

Do Better Collective LLC

6005 Kipps Colony Dr. E

Gulfport, FL 33707

E-mail: [info@dobettercollective.us](mailto:info@dobettercollective.us)

For the attention of: Product Manager

**Subscriber**

Trail Blazer subscriber

**18 Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**19 Right of third parties**

A person who is not a party to this Agreement shall have no right under any law to enforce any of its terms.

**20 Governing law**

The parties shall use all reasonable endeavours to resolve any dispute amicably and in good faith.

By making payment as a *Subscriber* you agree to adhere to the above described terms.