

# CYBERBOT CJ, LLC

## MARKETING SERVICES AGREEMENT

This Marketing Services Agreement (“Agreement”) is entered into as of [Effective Date] (“Effective Date”), by and between CYBERBOT CJ, LLC, a Florida limited liability company, acting through its authorized representative Cadence J, doing business as CYBERBOT CJ (“Service Provider,” “CYBERBOT CJ,” “we,” “us,” or “our”), and [Client Legal Name] (“Client,” “you,” or “your”). Service Provider and Client may be referred to individually as a “Party” and collectively as the “Parties.”

### Business Information

Name: CYBERBOT CJ, LLC. Address: 100 North Tampa Street, Tampa, FL, USA.

Phone: (813) 444-2892. Fax: (813) 444-5450. Zoom ID: 477-990-1229.

Email: [Cadence@CyberbotCJ.com](mailto:Cadence@CyberbotCJ.com). Website: <https://CyberbotCJ.com>.

### Scope of Services

CYBERBOT CJ, LLC provides marketing, branding, digital strategy, consulting, content planning, social media management, growth operations, and related creative or strategic services (“Services”). Specific Services, deliverables, timelines, platforms, pricing, and service levels are defined in one or more of the following, each of which is incorporated into this Agreement by reference: written proposal, package description, invoice, written confirmation, or communication. Unless expressly agreed otherwise in writing, CYBERBOT CJ, LLC retains sole discretion over execution methods, tools, scheduling, staffing, workflows, and creative direction.

**Brands:** <https://cyberbotcj.com/brands>. **Individuals:** <https://cyberbotcj.com/individuals>.

### Term & Agreement Structure

This Agreement is month-to-month by default. There is no automatic renewal and no automatic billing unless expressly agreed in writing. Client authorization is required for each billing period or continuation of Services. Either Party may terminate this Agreement in accordance with Termination.

### Commitment Discounts

Clients may elect the following voluntary commitment discounts, subject to written confirmation.

A. Six-Month Commitment: 10% discount on monthly service fees; requires a written six-month service commitment; discount applies only while the commitment remains active.

B. Twelve-Month Relationship Commitment: 15% discount on reactivation or revival services; applies to restarting paused or previously completed service packages; requires a written twelve-month relationship commitment.

All discounts are immediately void if Client terminates early, breaches this Agreement, or fails to make timely payments.

### Payment Terms

Payment amounts, schedules, and due dates are defined in the applicable invoice, proposal, or written service agreement issued by CYBERBOT CJ, LLC.

### Accepted Payment Methods (No Added Fees):

Apple Pay, Google Pay, PayPal, Cash App, Venmo, Alipay, WeChat Pay, Klarna, Afterpay, PayPal Pay Later, Credit & Charge Cards: Visa, Mastercard, American Express, Discover, Diners Club, JCB, Bitcoin, Bitcoin Lightning, and Ethereum.

All prices are flat-rate service fees. No processing fees, convenience fees, or surcharges are added. Submission of payment constitutes full acceptance of this Agreement and all referenced policies.

Payment is a condition precedent to the formation and enforceability of this Agreement. Client agrees that full payment of all amounts due must be received by CYBERBOT CJ, LLC within one (1) business day of the Effective Date unless otherwise expressly agreed in writing by CYBERBOT CJ, LLC. If payment is not received within one (1) business day, this Agreement shall be deemed null, void, and of no legal force or effect, and CYBERBOT CJ, LLC shall have no obligation to perform any Services, reserve availability, or honor any pricing, discounts, or

commitments. No Services shall commence, and no contractual rights shall vest, until payment is received and cleared. Any partial performance, communication, scheduling, or preliminary work prior to receipt of payment shall not constitute waiver of this requirement nor create an enforceable obligation. The Parties expressly agree that timely payment is a material term of this Agreement and that failure to comply constitutes a failure of consideration.

### **Payment Structure: Retainer vs. One-Time Services**

A. Retainer-Based Services: Retainers reserve CYBERBOT CJ, LLC's time, resources, and production capacity, are billed in advance of the service period, earned upon receipt, and non-refundable. Unused time or deliverables do not roll over unless agreed in writing.

B. One-Time or Project-Based Services: These are billed as a flat-rate fee, with payment due in full prior to commencement unless agreed otherwise. The scope is limited to defined deliverables, and additional requests require a new agreement or invoice. CYBERBOT CJ, LLC determines service classification unless otherwise specified in writing.

### **No Refunds Policy**

All payments made to CYBERBOT CJ, LLC are NON-REFUNDABLE, including but not limited to strategy and planning, consulting time, creative development, reserved production capacity, and digital deliverables. Once Services commence, no refunds will be issued for any reason. Refund policies are governed by <https://cyberbotcj.com/returns-refunds>.

### **Late Payments & Contracted Commitments**

Late Payments: Invoices must be paid by the stated due date. Services may be paused immediately without notice. CYBERBOT CJ, LLC is not responsible for performance impacts caused by payment delays.

Late Charges: For contracted commitments, payments more than five (5) calendar days late may incur a late charge of 1.5% per month (or the maximum permitted by law).

Commitment Enforcement: Failure to pay may result in immediate revocation of discounts, acceleration of remaining commitment balance, or termination of Services while preserving collection rights. Failure to pay does not constitute termination.

### **Client Responsibilities**

Client agrees to provide timely access to required accounts and materials, respond promptly to approvals and requests, ensure all provided materials are accurate and legally usable, and comply with all applicable platform policies. Client delays do not constitute breach by CYBERBOT CJ, LLC.

### **No Guarantee of Results**

CYBERBOT CJ, LLC makes no guarantees regarding sales, revenue, engagement, growth, approvals, or algorithm outcomes. Results depend on factors beyond Service Provider's control.

### **Intellectual Property**

All pre-existing materials remain the property of CYBERBOT CJ, LLC. Upon full payment, Client receives a non-exclusive, non-transferable license for internal business use. Resale or redistribution is prohibited without written consent.

Both Parties shall maintain confidentiality of all proprietary and non-public information. This obligation survives termination.

### **Limitation of Liability**

To the fullest extent permitted by law, CYBERBOT CJ, LLC shall not be liable for indirect or consequential damages, and total liability shall not exceed the amount paid by Client in the preceding 30 days.

### **Termination**

Either Party may terminate with written notice. Upon termination, all outstanding balances remain due, no refunds will be issued, and completed work remains billable.

**Independent Contractor**

CYBERBOT CJ, LLC is an independent contractor. No partnership, joint venture, or employment relationship is created.

**Governing Law**

This Agreement shall be governed by the laws of the State of Florida.

**SERVICE PROVIDER**

CYBERBOT CJ, LLC

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT**

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_