

Thank you for selecting the Services offered by Yupadoo LLC, a licensed Florida private investigation agency license no. A3100029 (referred to as "Agency", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you (herein also referred to as "Client") and Agency. By accepting electronically (for example, clicking "Submit", "ACCEPT", and OPEN NEW CASE), or sending us a NEW Investigative file to work on by email, accessing or using the Investigative Services in Florida, you agree to these terms. If you do not agree to this Agreement, then you may not use the Investigative Services.

This Agreement (Agreement) sets forth the entire understanding concerning the services to be provided to you the Client by the Agency.

The parties acknowledge that the Agency's acceptance of this Agreement does not involve an undertaken to represent the Client's interest in any matter other than pertaining to the investigative consulting and investigative services that the Agency is duly licensed to perform under Chapter 493, Florida Statutes.

#### FEES & COSTS

1. The Client agrees to pay all fees and costs incurred. Fee records will be computed on an hourly basis for time that is devoted to the investigative consulting and investigative services. It is often impossible to determine in advance the amount of time that will be needed to complete an investigation. The Agency will use its best judgment to determine the amount of time and nature of the services to be performed in the Client's best interest. The Client agrees to pay the Agency the hourly rate of \$75.00 per hour (billed 1/10 of an hour in 6-minute increments) for investigative consulting and investigative services, and a flat rate of \$2,500.00 per day for going to court or deposition (includes preparation). Rates previously negotiated will be billed at that rate agreed upon.

2. The Agency will bill the Client on a weekly basis, and the Client will pay the Agency in full for all fees and costs incurred by the Agency no later than seven (7) days from the date of the Agency's Invoice.

3. This Agency shall have a lien on our office file, your documents, property, or money in our possession for the payment of all sums due us from you under this agreement. If it is necessary for this Agency to file suit against you for collection of any sums due us from you under the Agreement, you shall pay interest at the highest rate allowable by law on any unpaid balance and reasonable attorney's fee together with court costs for our efforts expended in collection.

#### NEW CLIENT RETAINER

The fee for services will not exceed \$5,000 for the term of this Agreement without further Client's approval. New Client's will place \$5,000 in the possession of the Agency to serve as a retainer for services. Checks will be written and payable to Yupadoo, LLC. Should the retainer be insufficient, Client agrees to pay the Agency the additional amount in full upon receipt of an e-Invoice delivered to Client's email account. Government entities and Law Firms are invoiced weekly (no retainer is required).

3. The statements must include a complete description of the investigative consulting and investigative services rendered, a chronological summary referencing the date on which each service is rendered, and the time expended for each service, expressed as tenths of an hour.

4.The hourly rate includes, but is not limited to, conferences on the telephone, drafting documents, conducting investigative research, electronic mail transmissions, third party database brokerage fees, mileage, postage, or any other activity reasonably related and necessary to the scope of this Agreement.

5.The Client will provide payment in full for all fees and costs incurred by the Agency on a weekly basis. Client will remain fully responsible for the payment of all fees and costs incurred by the Agency regardless of any right to reimbursement, or indemnification the Client may have.

#### COSTS AND EXPENSES

6.The Client agrees to pay all costs and expenses incurred by the Agency. The Agency is authorized to pay and incur expenses on behalf of the Client. Costs normally include, but not limited to, photocopies charged at a rate consistent with Chapter 119, Fla. Stat. (2023); travel expenses paid in accordance with Florida's GSA Per Diem Rates for 2023, and computer research expenses and other expenses reasonably arising out of the Agency's investigative services.

#### MUTUAL REPRESENTATIONS

7.The Client will have the right to terminate this Agreement at any time. In the event of such termination, the Client will pay the Agency for fees and costs incurred through the date of such termination. The Agency will have the right to withdraw from providing investigative services described herein if the Client does not make payments required by this Agreement, if the Client has misrepresented or failed to disclose material facts or information to the Agency, if the Client is uncooperative, or if irreconcilable differences are present.

8. RIGHTS, WAIVERS, INDEMNIFICATIONS. CLIENT EXPRESSLY ACKNOWLEDGES THAT AGENCY'S FEES ARE FOR SERVICES RENDERED ONLY. AGENCY MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE RESULTS OF THIS INVESTIGATION. CLIENT IS PAYING SOLELY FOR THE TIME EXPENDED BY THE AGENCY. NO ILLEGAL OR UNETHICAL SERVICES WILL BE KNOWINGLY PROVIDED BY AGENCY AND CLIENT CERTIFIES THAT HE/SHE/IT IS NOT KNOWINGLY REQUESTING ANY ILLEGAL SERVICES. AGENCY RESERVES THE RIGHT TO DECLINE OR TERMINATE, WITHOUT ADVANCE NOTICE, ANY ASSIGNMENT IT DEEMS TO BE ILLEGAL OR UNETHICAL OR IN AGENCY'S SOLE OPINION DETRIMENTAL TO AGENCY. AGENCY WILL PERFORM SERVICES IN COMPLIANCE WITH ALL STATE AND FEDERAL LAWS, REGULATIONS, AND BEST PRACTICES. TO THE FULLEST EXTENT ALLOWED BY LAW, AND ONLY TO THAT EXTENT, AGENCY DISCLAIMS, AND CLIENT WAIVES AND RELEASES, ALL CLAIMS, LIABILITY, INJURIES, LOSSES AND DAMAGES (INCLUDING PENALTIES AND FINES) OF ANY NATURE IN ANY WAY ARISING OUT OF OR RELATED TO CLIENT'S TRANSACTION WITH AGENCY, THE AGENCY'S SERVICES AND/OR THESE TERMS AND CONDITIONS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE OR STRICT LIABILITY), UNDER STATUTE, OR OTHERWISE, AND EVEN IN THE EVENT OF AGENCY CLAIMED OR ACTUAL NEGLIGENCE OR OTHER CULPABLE (INCLUDING INTENTIONAL) CONDUCT. IN ADDITION, IN NO EVENT WILL AGENCY'S LIABILITY FOR DAMAGES, IF ANY, EXCEED THE AMOUNT CLIENT ACTUALLY PAID FOR AGENCY'S RELATED SERVICES, AND IN NO EVENT SHALL AGENCY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL OR EXEMPLARY DAMAGES. CLIENT ALSO AGREES TO INDEMNIFY AND HOLD HARMLESS AGENCY, CORPORATE OFFICERS AND INVESTIGATORS FOR ANY CLAIMS, LIABILITY, INJURIES, LOSSES AND DAMAGES (INCLUDING PENALTIES AND FINES) OF ANY NATURE WHICH ARE CLAIMED TO OR WHICH ACTUALLY IN ANY WAY ARISE OUT OF OR RELATE TO CLIENT'S TRANSACTION WITH AGENCY,

AGENCY SERVICES AND/OR THESE TERMS AND CONDITIONS OF SERVICE AND AGENCY EVEN IN THE EVENT OF AGENCY CLAIMED OR ACTUAL NEGLIGENCE OR OTHER CULPABLE (INCLUDING INTENTIONAL) CONDUCT.

9. THE CLIENT HAS 5 DAYS FROM THE ISSUANCE OF AGENCY'S RELATED INVOICE TO DISPUTE ANY BILLING OR SERVICES. CLIENT IRREVOCABLY AGREES THAT JURISDICTION AND VENUE IN ALL DISPUTES OF ANY NATURE IN ANY WAY ARISING OUT OF OR RELATED TO CLIENT'S TRANSACTION WITH THIS AGENCIES SERVICES AND/OR THESE TERMS AND CONDITIONS OF SERVICE WILL BE, EXCLUSIVELY, IN MARION COUNTY, FLORIDA AND GOVERNED, EXCLUSIVELY, BY FLORIDA LAW WITHOUT REGARD TO ANY CHOICE OF LAW RULES. CLIENT ALSO AGREES THAT ALL SUCH DISPUTES SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT; PROVIDED, HOWEVER, THAT ANY CLAIMS BY THE AGENCY FOR NON-PAYMENT BY CLIENT OR FOR INDEMNITY OR CONTRIBUTION FROM CLIENT MAY BE PROSECUTED BY THE AGENCY IN CIVIL COURT. CLIENT WAIVES ITS RIGHTS TO SUE IN CIVIL COURT, INCLUDING IN STATE OR FEDERAL COURT, AND ALSO WAIVES ITS FEDERAL COURT REMOVAL RIGHTS, IF ANY. CLIENT ACKNOWLEDGES THAT BY AGREEING TO BINDING ARBITRATION IT IS WAIVING ITS RIGHTS TO TRIAL BY JURY. IN THE EVENT OF ANY DISPUTE BETWEEN CLIENT AND AGENCY THAT IS EITHER ARBITRATED OR THE SUBJECT OF ANY CIVIL ACTION, NO MATTER THE INITIATING PARTY, CLIENT AGREES TO PAY ALL RELATED, REASONABLE ATTORNEY'S FEES, COURT COSTS AND OTHER COSTS, INCLUDING ALL ATTORNEY'S FEES AND COURT AND OTHER COSTS INCURRED AGENCY.

10. NOTICE. THIS AGREEMENT CONTAINS PROVISIONS REQUIRING ARBITRATION OF DISPUTES. BEFORE YOU AGREE TO THESE TERMS OF SERVICE AND ARBITRATION, YOU SHOULD CONSIDER CONSULTING WITH ANOTHER LAWYER ABOUT THE ADVISABILITY OF MAKING AN AGREEMENT WITH MANDATORY ARBITRATION REQUIREMENTS. ARBITRATION PROCEEDINGS ARE WAYS TO RESOLVE DISPUTES WITHOUT THE USE OF THE COURT SYSTEM. BY ENTERING INTO AGREEMENTS THAT REQUIRE ARBITRATION AS A WAY TO RESOLVE DISPUTES, YOU GIVE UP (WAIVE) YOUR RIGHT TO GO TO COURT TO RESOLVE THOSE DISPUTES BY A JUDGE OR JURY. THESE ARE IMPORTANT RIGHTS THAT SHOULD NOT BE GIVEN UP WITHOUT CAREFUL CONSIDERATION.

11. The Client acknowledges that the Agency has not made guarantees regarding the disposition of any phase of the investigative matter for which it has been retained. All expressions relative to the investigative matter for which the Agency has been retained are opinions of the Agency. The CLIENT also agrees to maintain contact with Agency and cooperate fully with Investigators in this matter. The Client acknowledges that the Investigators of the Agency have made no promises to the CLIENT as to the outcome of the case except that the Investigators have promised to render their best professional skills.

12. The provisions of this Agreement will apply only to the matters set forth herein and unless otherwise specifically provided.

13. IMPORTANT NOTICE REGARDING EMAIL COMMUNICATION: With changes in technology, the Agency is aware that email is a common method of communication; however, please keep in mind the following: (a) Clients should never use computers maintained or monitored by others (e.g., work; public computers) when communicating sensitive or private investigator/Client matters; (b) incoming emails may not be read immediately, because the intended recipient may be out of the office or otherwise unavailable; if your email is time sensitive, please call our office to ensure we are aware of your email;

and (c) the Agency uses automated filters to block viruses and unwanted emails. It is possible the Agency's email system may not recognize your email address and prevent your emails from being properly delivered. Please call or text our office if we have not responded to your email within a reasonable time, or if the investigative information is time sensitive.

#### REPORTS

14. The Agency will generate a digital written report and updates of the investigation in a timely manner, or at the conclusion of the investigation. The Client agrees to accept this electronic format that will be delivered to the email account the Client has provided this Agency. The Agency may transmit regular updates to the Client electronically through email, or over the internet using a secure method. The Client irrevocably agrees that the Agency is not to share or release any privileged confidential information/research materials or a case file with any third party without a valid legally served subpoena.

#### INVOICES

15. The Client agrees to accept electronically emailed invoices, U.S mailed invoices, or hand delivered invoices at the Agency's discretion.

16. Either party may, from time to time, request changes in the scope of services to be performed under this Agreement. The Parties may only amend this Agreement with the mutual consent of both parties, which amendments must be in writing and signed by both parties.

17. You are responsible for your content. You are responsible for all materials ("Content") uploaded, posted or stored through your use of the Investigative Services. You grant Agency a worldwide, royalty free, non-exclusive license to host and use any Content provided through your use of the Services. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. The Agency is not responsible for the Content or data you submit through the Investigative Services.

You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;

Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;

Except as permitted by Agency in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

Virus, trojan horse, worm or other disruptive or harmful software or data; and

Any information, software or Content which is not legally yours and without permission from the copyright owner or intellectual property rights owners.

18. Agency does not give Legal advice. Please contact the Florida Bar for a referral to an Attorney. The Agency is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

19. AGE RESRTICTION. Persons under the age of 18 years of age are not permitted to use this site or investigative services. You must be more than 18 years of age to access this site and use our services.

20. FORCE MAJEURE. Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the Agreement for all or part of the Agreement term.

#### LIMITATION ON TIME TO FILE CLAIMS

21. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

22. This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral, or written communication, representations, or agreements on this subject.

#### Revisions

23. Revisions. The Agency may, in its sole discretion, modify or revise these Terms of Service and policies, including the privacy policy, at any time, effective immediately upon notice to you either by (1) electronic mail or conventional mail or (2) posting to the site (which shall be deemed constructive notice). Your continued use of the site following notice of any modification shall be conclusively deemed an acceptance of all such modification(s). Nothing in this agreement shall be deemed to confer any third-party rights or benefits.

If you have any questions or concerns regarding our Terms of Service or any questions about our site, please email us.

(Updated December 4, 2023)

Yupadoo, LLC