

## Agreement

This AGREEMENT is a contract between you the purchaser (CLIENT OR PURCHASER) and our business, Profitable Results Marketing, LLC, (COMPANY). By electing to participate in this offer, you are entering into a contract. If you do not agree with the terms and conditions SET FORTH HEREIN, you have the option to not participate in this offer.

**YOU, THE PURCHASER, BY DOING BUSINESS WITH COMPANY, AGREE TO THE TERMS OF THIS AGREEMENT AND AUTHORIZE THE COMPANY TO CHARGE YOUR CREDIT CARD FOR THE COMPANY SERVICES AND/OR PRODUCT, AND ACKNOWLEDGE YOUR UNDERSTANDING & AGREEMENT TO THE REFUND POLICY AS STATED ON COMPANY WEB SITE. COMPANY, AFTER THIRTY DAYS OF MEMBERSHIP, OFFERS A SERVICE WHEREIN PURCHASER CAN REQUEST COMPANY TO BUILD A WEB SITE FOR PURCHASER.**

**PURCHASER HAS THE OPTION TO REQUEST COMPANY TO WAIVE THIS THIRTY DAY TIME PERIOD FOR THE WEB SITE BUILDING SERVICE PRIOR TO THE EXPIRATION OF THE THIRTY DAY PERIOD, PROVIDED PURCHASER AGREES TO WAIVE THEIR RIGHT TO A REFUND PERIOD AS STATED ON COMPANY WEB SITE. IN OTHER WORDS, NOTWITHSTANDING THE STATED COMPANY REFUND POLICY, IF PURCHASER REQUESTS COMPANY'S WEB SITE BUILDING SERVICE PRIOR TO THE THIRTY DAY PERIOD, THEN PURCHASER AGREES THAT NO REFUNDS WILL BE AVAILABLE TO PURCHASER.**

**BY ACCESSING THIS SITE, AND/OR ORDERING COMPANY'S SERVICES OR PRODUCTS, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS AS SET FORTH IN THIS AGREEMENT. THESE TERMS ARE SUBJECT TO CHANGE BY OUR COMPANY AT ANY TIME IN ITS DISCRETION. YOUR USE OF THIS SITE AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS PRIOR TO EVERY USE FOR ANY CHANGES.**

## Access To This Site

**YOU MUST BE EIGHTEEN (18) YEARS OR OLDER TO ACCESS THIS WEB SITE. IF YOU ARE UNDER EIGHTEEN YEARS OF AGE, YOU ARE NOT PERMITTED TO ACCESS THIS WEB SITE FOR ANY REASON. DUE TO THE AGE RESTRICTIONS FOR USE OF THIS WEB SITE, NO INFORMATION OBTAINED BY THIS WEB SITE, FALLS WITHIN THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA) AND IS NOT MONITORED AS DOING SO.**

This Agreement ("Agreement") For Company Services and/or Product, is intended to set forth the general terms and conditions pursuant to which our company, (hereinafter

referred to as "Company") agrees to provide Company Services and/or Product, to you (hereinafter referred to as the "Purchaser" or "Client").

**W I T N E S S E T H:**

WHEREAS, Company develops and intends to market Internet Services and Products to Purchasers.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

### **COMPANY SERVICE AND/OR PRODUCT**

The Company, provides you the Client, a service product (referred to as Product). The service product, depending on the Client's contract with Company, may include building blogs and social profile pages. The blogs can use RSS feeds from other sources as content. The Product is based, in part, on permissions from third party companies and programs. You, the Client, understand and agree, that in the event those companies or programs cease operations, withdraw permissions, or change programs, that the Product may no longer function as originally intended, designed or marketed. You further understand and agree that those circumstances are beyond our Company's control and our Company will not be held responsible. You, the Client, further understand and agree such unforeseen events will not be the basis for any refunds. If you do not agree, do not use Company's service.

Company, in some instances, utilizes "credits" as a means for Company clients to purchase certain Company services. Company credits may be paid credits or earned bonus credits. Company credits have no monetary value, are not refundable, and are not usable or transferable to any other person or other Company services, except those services specifically designated by Company at the time the credit is accumulated.

Earned bonus credits must be used within ninety (90) days of being available in the Company system. Any and all earned bonus credits not used within said ninety (90) days expire and are forfeited, without notice or compensation.

Paid credits can only accrue to a maximum number of six (6), regardless of the client's membership term, or fees paid by the client. Paid membership credits, if not used, are not rolled over and/or accumulated beyond the maximum allowable number of six (6). All paid membership credits must be used within thirty (30) days of a client leaving the Company program/membership site. Any and all paid membership credits not used within thirty (30) days of a client leaving the Company program/membership site expire and are forfeited, without notice or compensation.

Client agrees that Company has the final decision in resolving any disputes that may arise under its services, whether relating to credits or otherwise.

## **CLIENT BEARS RISK OF USE**

Search engine algorithms run on a unique combination of advanced hardware and software and are not made public. A risk of exclusion from a search engine exists when a search engine views your Web site(s) as an unfair manipulation of their service. Many search engine strategies, to improve search engine placement, including the information presented here, and the Company service and Product, poses such a risk. Use the Company services, Products, techniques and strategies at your own risk. You, the Client, agree Company shall have no liability for any adverse consequences for your use of Company services and Products.

Company's sole obligation under this agreement is the delivery of a functional Product and Company disclaims any and all further obligation, once a functional Product is delivered to Client, including but not limited to any liability for the Product Web site being banned by the search engines, the Client updating, adding to, or changing the site, or loss of the Product in whatever manner, including failure to not back up the Product Web site and data.

Client agrees and understands the possibility, that Company may already be in Client's market with Company's own competing Web sites or may enter Client's market in the future, with competing Company Web sites. You, the Client, agree, that Company may already have similar or competing Product Web sites or may enter Client's market in the

future, with competing Company Web sites. If you, the Client, do not agree to a possible, existing or future competition, then you have the option to not disclose your market to Company and to not use Company's service.

Client understands Company may utilize third party "free to use" templates, that may have certain restrictions on use, such as not removing the "theme designed by" links, or the theme builder using copyrighted images, or other restrictions reflected in the third party Terms of Service . Upon Company's delivery of Company Product to Client, Client agrees Company is not responsible for any adverse consequences to Client, for changes to Product or to Web sites made by Client.

Client understands Company Web site and Articles may contain links to third party websites that are not owned or controlled by Company and Company assumes no responsibility for, the content, privacy policies, or practices of any third party Web sites, and Client expressly relieves Company from any and all liability arising from the use of any third-party links and/or Web sites.

Further, Client understands that Company or Company Product, may display third party links, in RSS feeds or otherwise. Said third party links may contain links to other Services ("Linked Services"). The Linked Services are not under the control of Company and Company is not responsible for the contents of the Linked Services, including, without limitation, links contained on Linked Services, or any changes or updates to Linked Services. Company is providing Linked Services to you only as a convenience, or displayed in RSS feeds, or otherwise, and the inclusion of such Linked Services is not an endorsement by Company in favor of any company offering Internet services, products or services on the Linked Services.

Company Web site, Company Product, articles and RSS feed content and articles may contain links to third party websites, that are not owned or controlled by Company and Company assumes no responsibility for, the content, privacy policies, or practices of any third party websites, and Client expressly relieves Company from any and all liability arising from the use of any third-party website.

Client understands Company has consulted with their attorney and there is no bright line legal answer as to whether use of an RSS feed can be considered a copyright violation. It would seem the better argument would be, and many take the position that, making RSS feeds publicly available, thereby grants an implied license of use to RSS feed users. Client understands that the possibility exists that the source of RSS feed content can knowingly or unknowingly be infringing on a copyright owner's copyright. Client expressly relieves Company from any and all liability arising from any claim of copyright infringement from use of Company's Service or Product, whether the result of content displayed in an RSS feed or otherwise.

The Digital Millennium Copyright Act (DMCA) is a United States federal law, that provides a safe harbor to online service providers, that promptly takes down content, if someone alleges that said content infringes their copyrights, provided they have properly followed the provisions of the DMCA requirements on their Web site.

Company strongly recommends that Client comply with, and put ALL the protections of the Digital Millennium Copyright Act (DMCA), in place on their Web sites, as federal law does not excuse, or provide immunity to, so called "innocent" copyright infringement claims, from liability under federal statutes.

Client understands Company is not providing legal advice and Company advises Client to consult with their own attorney for legal advice.

Additional Terms. Other Provisions that govern your use of Company services are set forth in online notices appearing in connection with certain information, products, software, services, or features of Company (collectively the "Additional Terms"), all of which are incorporated by reference herein. Your use of any information, products, software, services, or features of Company that are subject to Additional Terms constitutes your acceptance of the respective Additional Terms.

## **WARRANTIES AND INDEMNIFICATIONS**

Purchaser agrees to defend, indemnify, and hold the other party, and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third Parties against such party based on the operation of the Purchaser's Web site or the violation of third-party intellectual property rights by any materials provided by Purchaser or of any breach of any representation and warranty made in this Agreement.

## **INTELLECTUAL PROPERTY RIGHTS**

The Parties acknowledge and agree that (i) each party's Marks are and shall remain the sole property of that party; (ii) nothing in the Agreement shall convey to either party any right of ownership in the other party's Marks; (iii) neither party shall now or in the future contest the validity of the other party's Marks; and (iv) neither party shall in any manner take any action that would impair the value of, or goodwill associated with, such Marks. The Parties acknowledge and agree that all use of the other party's Marks by a party shall inure to the benefit of the party whose Marks are being used.

## **TERMINATION**

The following termination rights are in addition to the termination rights that may be provided elsewhere in this Agreement:

Company Right to Terminate. Company shall have the right to terminate this Agreement at any time upon written notice to Purchaser for any reason.

## **DISCLAIMERS, LIMITATIONS AND RESERVATIONS**

**EXCEPT AS SET FORTH IN THIS AGREEMENT, COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES PROVIDED THEREUNDER, EXPRESS OR**

**IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, AND NOT BY WAY OF LIMITATION, THE COMPANY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING (A) THE AMOUNT OF SALES REVENUE THAT PURCHASER MAY GENERATE WITH COMPANY SERVICES AND/OR PRODUCTS, AND (B) AS WELL AS ANY ECONOMIC OR OTHER BENEFIT THAT THE PURCHASER MIGHT OBTAIN THROUGH THEIR PARTICIPATION IN THIS AGREEMENT.**

**IN NO EVENT SHALL COMPANY BE LIABLE TO THE PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OR OTHER LOSS ARISING OUT OR RESULTING FROM THE AGREEMENT, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF COMPANY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY OF LIABILITY. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL COMPANY BE LIABLE TO THE PURCHASER FOR THE GREATER OF (i) THE CUMULATIVE AMOUNT ACTUALLY PAID TO THE COMPANY.**

**ONCE COMPANY COMPLETES ITS SERVICES AND/OR DELIVERS THE COMPANY PRODUCT, PURCHASER EXPRESSLY UNDERSTANDS AND AGREES THAT COMPANY HAS NO OBLIGATION TO CONTINUE COMPANY SERVICES, MAKE IMPROVEMENTS OR PROVIDE SUPPORT IN ANY MANNER.**

**LIMITATION OF LIABILITY. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT COMPANY IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER COMPANY NOR ANY OF ITS PARTNERS, AGENTS, EXECUTIVES, DIRECTORS, EMPLOYEES OR AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF USE OF THIS SERVICE OR PRODUCT OR INABILITY TO GAIN ACCESS TO OR USE THIS SERVICE OR PRODUCT OR OUT OF ANY BREACH OF ANY WARRANTY. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL PRODUCTS AND CONTENT ON COMPANY PRODUCT.**

**COMPANY'S SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS THE DELIVERY OF A FUNCTIONAL PRODUCT AT THE TIME OF PURCHASE OR DELIVERY. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OR LOSS OF PROFITS OR LOST SAVINGS, ARISING OUT OF USE OF OR INABILITY TO USE THE PRODUCT OR DOCUMENTATION, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES.**

## **RELATIONSHIP OF PARTIES**

The relationship between Company and Purchaser under this Agreement is that of providing services by Company to Purchaser and neither shall be, nor represent itself to be, the joint venture, franchiser, franchisee, partner, broker, employee, servant, agent, or representative of the other for any purpose whatsoever. No party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, another party or to bind another in any matter or thing whatsoever.

## **CONFIDENTIALITY**

1. "Confidential Information" shall mean any confidential technical data, trade secret, know-how or other confidential information disclosed by any party hereunder in writing, orally, or by drawing or other form and which shall be marked by the disclosing party as "Confidential" or "Proprietary". If such information is disclosed orally, or through demonstration, in order to be deemed Confidential Information, it must be specifically designated as being of a confidential nature at the time of disclosure.

2. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is known to the receiving party at the time of disclosure or becomes known to the receiving party without breach of this Agreement; (ii) is or become publicly known through no wrongful act of the receiving party or any subsidiary of the receiving party; (iii) is rightfully received from a third party without restriction on disclosure; (iv) is independently developed by the receiving party or any of its subsidiary; (v) is furnished to any third party by the disclosing party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the disclosing party; (vii) is disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

party and will not use Confidential Information of the disclosing party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement without the prior written consent of the disclosing party. The receiving party further agrees that Confidential Information shall remain the sole property of the disclosing party and that it will

take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees. No license shall be granted by the disclosing party to the receiving party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein.

4. Upon the request of the disclosing party, the receiving party will promptly return all Confidential information furnished hereunder and all copies thereof.

5. Purchaser shall not disclose any of the specific terms of this Agreement to any third party without the prior written consent of the Company, which consent shall not be withheld unreasonably. Notwithstanding the foregoing, any party may disclose information concerning this Agreement as required by the rules, orders, regulations, subpoenas or directives of a court, government or governmental agency, after giving prior notice to the other party.

6. If a party breaches any of its obligations with respect to confidentiality and unauthorized use of Confidential information hereunder, the non-breaching party shall be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages notwithstanding anything to the contrary contained herein.

## **FORCE MAJEURE**

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

## **DUTIES AND OBLIGATIONS**

1. It is understood that Company may render similar services, selling the same services and/or products to other Purchasers and/or continue to develop Web sites of its own and license or sell such Web sites to other Purchasers. Nothing contained in this Agreement shall preclude Company from rendering such services or continuing to develop and sell or license such Web sites.

2. In its performance of this Agreement, each Party will comply with all applicable laws, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction. Except as expressly provided herein, each Party will be responsible for all costs and expenses incurred by it in connection with the execution and performance of this Agreement.

## **NOTICE AND PAYMENT**

1. Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the stated address on the Web site order or mailed by certified, registered or Express mail, return receipt requested or by Federal Express.



2. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

### **JURISDICTION/DISPUTES**

This Agreement shall be governed in accordance with the laws of the State of Michigan. All disputes under this Agreement shall be resolved by litigation in the courts of Detroit, Michigan, U.S.A. including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

### **AGREEMENT BINDING ON SUCCESSORS**

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

### **ASSIGNABILITY**

Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld.

### **WAIVER**

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

### **SEVERABILITY**

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

### **PROHIBITED WEB SITES**

Purchaser represents to Company that the subject matter of the content of the Web site will not contain any illegal, immoral, repulsive, defamatory, derogatory, harassing, harmful, threatening, obscene, vulgar, pornographic, racial or ethnic objectionable materials, depict sexual situations, promote discrimination on the basis of race, sex, sexual preference, national origin, ethnicity, nationality, disability, religious preference, or contain any material that violates any patent, trademark, copyright, trade secret, confidential information, or other property rights of any other party.

## **INTEGRATION**

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

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