



Solutions 5 Consulting LLC
Solutions 5 Media Marketing End User License Agreement

This Solutions 5 Media Marketing End User License Agreement ("Agreement") is by and between Solutions 5 Consulting LLC ("Solutions 5"), a Washington Limited Liability Corporation, and you, your heirs, assigns, agents and successors ("You") and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of Solutions 5's Media Marketing Internet Optimization Service ("Media Marketing") and represents the entire Agreement between You and Solutions 5. By using Solutions 5's Media Marketing, You acknowledge You have read, understand and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies which Solutions 5 may establish from time to time, including the Universal Terms of Service. Such Agreements may be found here.

1. Service

This agreement is for a non-exclusive use of the Solutions 5 Media Marketing system and consulting practice offered by Solutions 5 Consulting LLC to assist in the design, design testing, analytics scoring, deployment and reporting of marketing system communications and/or ongoing eMarketing campaigns for You.

Solutions 5 Consulting LLC hereby is given permission by You to send out marketing communication(s) and/or marketing campaigns for and on behalf of you for the above agreed upon price listed on the service in the web store.

Solutions 5 Consulting LLC requires final html files with artwork and links, databases and related info be delivered to Solutions 5 Consulting LLC's offices no less than forty eight (48) hours before the deployment date.

Should the client wish to make use of Solutions 5 Consulting LLC's design services to design and optimize websites, Solutions 5 Consulting LLC then requires final elements, including logo, artwork, photographs, video content, text and all other e-mail content to be supplied to Solutions 5 Consulting LLC by you in a digital format at the correct resolution, as well as all the hyperlinks to be included in the design to be live and working, no less than one (1) week before a marketing campaign is to be delivered.

2. Limitations

Media Marketing is not intended to assist You in engaging in unlawful or morally objectionable activities. Solutions 5's search engine partners reserve the right to refuse or remove any URL or web page from a search engine's index for any reason. Furthermore, Solutions 5 explicitly reserves the right to terminate Your license if it comes to Solutions 5's attention that You are using Media Marketing to enable or otherwise enhance Your participation in objectionable activities, which include, but are not limited to, the following: spamming or churning; activities designed to undermine the validity and/or credibility of search engine results; activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which You live or access the Internet; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; or activities designed to harm minors in any way.

As used herein, the term "spamming" is intended to include, but not be limited to, the following: URLs which are intended to harm the accuracy or relevance of search engine results; URLs which merely forward visitors to another web page; URLs which infringe the intellectual property rights of third parties; URLs intended to artificially inflate the popularity of a web page; and, forms of spamming as the term is ordinarily and customarily understood

in the search engine optimization industry.

Solutions 5 expressly disclaims any guarantee of the level of success You will achieve by using Media Marketing. You understand there is no guarantee that You will be listed by search engines, nor that You will achieve significant rankings. Furthermore, Media Marketing fees are non-refundable.

3. Liability and Indemnification

SOLUTIONS 5 PROVIDES MEDIA MARKETING "AS IS" AND WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SOLUTIONS 5 BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, UNSECURED TRANSACTIONS, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SOLUTIONS 5 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING FROM ANY DEFECT OR ERROR IN THE SOFTWARE.

You shall indemnify, defend by counsel reasonably acceptable to Solutions 5, protect and hold Solutions 5 harmless from and against any and all claims, liabilities, losses, costs, damages, expense, including consultants' and attorneys' fees and court costs, demands, causes of action, or judgments directly or indirectly arising out of or related to Your use of Solutions 5 Media marketing services.

NEITHER SOLUTIONS 5 NOR ITS AFFILIATES NOR ANY OF ITS EMPLOYEES SHALL ASSUME RESPONSIBILITY FOR OR BE HELD LIABLE FOR THE ACTS OR OMISSIONS OF THIRD PARTIES, WHICH INCLUDE THE SEARCH ENGINE AND DIRECTORY SITE SUBMISSION SERVICES. THERE SHALL BE NO REFUNDS FOR ANY REASON AT ANY TIME. IN NO EVENT SHALL SOLUTIONS 5, ITS AFFILIATES, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE THIRD PARTY SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO THOSE 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, TORTUOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION.

Solutions 5 does not endorse the services of any third parties associated with Solutions 5 Media marketing services, and it is not responsible for any off-site web pages referenced.

4. Terms of Agreement

This Agreement shall be governed by and construed in accordance with the laws (excluding the law of conflict of laws) of the State of Washington. All disputes shall be resolved by arbitration in Seattle, Washington. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. No representation or promise relating to and no amendment of this Agreement shall be binding unless it is in writing and signed by both parties. In the event that any of the provisions contained in this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions. This Agreement shall remain in effect until further agreement of the parties.

Company: Solutions 5 Consulting LLC

Company: Express Employment Professionals

Signed _____ Date: _____

Signed _____ Date: _____

