

THE PROFIT ENHANCER ANALYSIS

TERMS OF SERVICE FOR WEB-BASED CONSULTING ANALYSIS SYSTEM

Thank you for selecting the System offered by Impact Branding Consulting Incorporated, a Georgia corporation, doing business as The Profit Enhancer Analysis (the "Company"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between the Company and the individual or corporate entity listed below ("You"). By accepting this Agreement, installing, accessing or using the System, you agree to these terms. If you do not agree to this Agreement, then you may not use the System.

1. AGREEMENT

This Agreement describes the terms governing your use of the Company's web-based consulting analysis system called The Profit Enhancer Analysis, including content, updates and new releases, (collectively, the "System").

2. YOUR RIGHTS TO USE THE SYSTEM

2.1 The System is protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the System and only for the purposes described by the Company. The Company reserves all other rights in the System. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, the Company grants to you a personal, limited, nonexclusive, nontransferable right and license to use the System.

2.2 You agree not to use, nor permit any third party to use, the System or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the System to any third party.
- Reproduce, modify, copy, deconstruct, sell, trade or resell the System.
- Make the System available on any file-sharing or application hosting service.

3. PAYMENT. For the System offered on a payment or subscription basis, the terms listed in the website apply. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the System:

- a. Payments will be billed to you in U.S. dollars, unless stated otherwise in the program ordering or payment terms on the Company website.
- b. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the System.

4. USE WITH YOUR MOBILE DEVICE

Use of the System may be available through a compatible mobile device, may require internet access and/or additional software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

5. YOUR PERSONAL INFORMATION. You can view the Company's Privacy Statement provided with the System and on the website for the System. You agree to the applicable Company Privacy Statement, and changes published by the Company. You agree that the Company may use and maintain your data according to the Company Privacy Statement, as part of the System. You also give the Company permission to aggregate your non-personally identifiable data which you enter or upload with that of other users of the System. For example, this means that the Company may use that aggregated data to improve services, design promotions, or provide ways for you to compare business practices with other users.

6. CONTENT

6.1 You are responsible for your content. You are responsible for all materials ("Content") uploaded, posted or stored through your use of the System. The Company will archive your Content frequently. You are responsible for any lost or unrecoverable Content that is not entered into the System or otherwise the responsibility of the Company. You must provide all required and appropriate warnings, information and disclosures. The Company is not responsible for the accuracy of the Content or data you submit through the System.

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

- a. 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;

- b. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
- c. Except as permitted by the Company in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- d. 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 owner.

6.2 The Company may freely use feedback you provide. You agree that the Company may use your feedback, suggestions, or ideas in any way, including in future modifications of the System, other products or services, advertising or marketing materials. You grant the Company a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to the Company in any way.

6.3 The Company may monitor your Content. The Company may, but has no obligation to, monitor content on the System. We may disclose any information necessary to satisfy our legal obligations, protect the Company or its customers, or operate the System properly. The Company, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS

7.1 The Company does not give professional advice. Unless specifically included with the System, the Company 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.

7.2 We may tell you about other Company services. You may be offered other services, products, or promotions by the Company ("Company Services"). Additional terms and conditions and fees may apply. With some Company Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the internet. You grant the Company permission to use information about your business and experience to help us to provide the Company Services to you and to enhance the System. You grant the Company permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You also grant the Company permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

7.3 We may tell you about third party products or services. Subject to the Company Privacy Statement, the Company may offer products and services on behalf of third parties who are not

affiliated with the Company ("Third Party Products") or the System may contain links to third party websites ("Third Party Sites"). You agree that the Company can use your contact information, including name and address, for the purpose of offering these products to you in accordance with your stated Company contact preferences. If you decide to use any Third Party Products or access any Third Party Sites, you are responsible for reviewing the third party's separate product terms, website terms and privacy policies, and paying any fees, if any, associated with the Third Party Products or Third Party Sites. You agree that the third parties, and not the Company, are responsible for their product's performance and the content on their websites. The Company is not affiliated with these Third Party Products or Third Party Sites and has no liability for them. The Company reserves the right to terminate access to any interoperability between the Company Services and Third Party Products without refunds or credits to you.

7.4 Communications. The Company may be required by law to send you communications about the Services or Third Party Products. You agree that the Company may send these communications to you via email or by posting them on our websites

7.5 You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the System and to contact the Company if you become aware of any unauthorized access to your account. The System may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the System. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

8.1 YOUR USE OF THE SYSTEM, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SYSTEM IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SYSTEM. THE COMPANY AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SYSTEM IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SYSTEM, WHICHEVER IS SOONER.

8.2 THE COMPANY, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SYSTEM WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

9. LIMITATION OF LIABILITY AND INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF THE COMPANY, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SYSTEM DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, THE COMPANY, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET THE COMPANY SYSTEM REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF THE COMPANY AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF THE COMPANY, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SYSTEM AND ITS USE.

You agree to indemnify and hold the Company and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the System or breach of this Agreement (collectively referred to as "Claims"). The Company reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by the Company in the defense of any Claims.

10. AMENDMENT. Any amendment to this Agreement or the Proposal shall be in writing signed by both parties. This Agreement constitutes the entire agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

11. TERMINATION. The Company may immediately, in its sole discretion and without notice terminate this Agreement or suspend the System if you fail to comply with this Agreement . Upon termination you must immediately stop using the System and any outstanding payments will become due. Any termination of this Agreement shall not affect the Company's rights to any payments due to it.

12. GOVERNING LAW. Georgia state law governs this Agreement without regard to its conflicts of law provisions. You agree to the exclusive jurisdiction of state courts in Atlanta, Georgia, U.S.A. or federal court for the Northern District of Georgia. The Company does not represent that the System are appropriate or available for use in all countries. You are accessing the System on your own initiative and you are responsible for compliance with all applicable laws.

13. GENERAL. This Agreement is the entire agreement between you and the Company and

replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. You cannot assign or transfer ownership of this Agreement to anyone without written approval of the Company. However, the Company may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by the Company or (c) a successor by merger. Any assignment in violation of this Section shall be void.