

## MAKEALICK.COM CONSULTING, MARKETING & SERVICES AGREEMENT

### GENERAL

In this Terms of Agreement ("Agreement") "you" and "your" hereinafter referred to as the Account Holder, "we", "us" and "our" refer to Makealick.com and "services" refers to the services provided by us. This Agreement explains our obligations to you, and explains your obligations to us with respect to Internet marketing services. By using the services under this Agreement, you acknowledge that you have read and agreed to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by us. Your signature below constitutes agreement to and acceptance of these Terms of Agreement.

You and Makealick.com agree as follows:

#### 1. General Policies

In order to conduct your Internet advertising campaign in a professional fashion and to meet your requirements, it is your duty to advise us on how your information should be used. You shall provide all copy and product pictures. We won't accept any orders to advertise or promote adult related or illegal content, and it is our decision to accept or decline any inquires. Makealick.com offers you the ability to advertise your business or organization contact information, descriptions, photographs and/or rates on the Web for a fee listed on Makealick.com Web Site ("Web Site"). Specifically, you shall have your name, address, telephone and fax numbers, e-mail address, URL (Web site address), description, photographs, rates, and other pertinent details included on the Web.

#### 2. Copyright

You are responsible for supplying up-to-date information to Makealick.com for publishing on the Web. You retain the copyright to data, graphic designs or artwork provided by you to us for inclusion in your marketing / services project, and you grant us the right to publish and use such material. Custom artwork and graphic designs prepared by us for use in your project / service, will remain the property of Makealick.com

#### 3. Standard Media Delivery

You shall provide all text in electronic format (ASCII text files delivered via e-mail) and all photographs and other graphics will be provided electronically (via e-mail at makealickaccount@gmail.com) in JPEG file format. Additional expenses may be incurred and will be invoiced accordingly for corrective work or conversion of media.

#### 4. Payment Terms

The payment for Internet marketing services is payable on a quarterly, biannual or annual basis. Your payment is due within 3 days after the signing of this agreement and shall be made by cheque or money order, the value of which represents United States (US) currency only. All payments, after 3 days, are non-refundable. Please make cheque or money order payable to Makealick.com

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Makealick Services: \_\_\_\_\_ \*(See Services Section on Makealick.com)

Cost For Service: \$ \_\_\_\_\_ \*(Information to be posted on MAL disclosure page)

Time Period Of Service Provided (Start Date: \_\_\_\_\_ (Ending Date: \_\_\_\_\_)

#### 5. Renewal Period

This Agreement shall automatically renew for successive 1-week, 1-month, 3-month, 6-month or 12-month periods as chosen in the order form for the life of the contract until cancelled in writing.

#### 6. Delinquency

Delinquent Accounts are those that remain unpaid 30 days after activation or renewal date. Accounts that are delinquent are put on accounting hold and may not be used. After 30 days, we may, in our sole discretion, cancel the Account without any further compensation to the Account Holder.

#### 7. Cancellation/Termination

Cancellation requests must be received in writing via e-mail, fax or postal mail at our main office. Phone cancellations will not be accepted. Such requests must be received 30 days prior to expiry of term. In circumstances where the Account holder does not cancel prior to the renewal date the Account Holder is liable for payment of the entire term.

**8. Privacy Policy**

In order to protect our clients, we will refuse to give any information to any persons requesting such information without the express written consent of the Account Holder.

**9. Address Changes**

Any and all changes (address, e-mail address, phone number, billing contacts, etc.) associated with the Account Holder must be updated with our billing department via e-mail, postal mail or fax within 7 (seven) days of such change. Telephone notifications will not be accepted. We shall not be held responsible in the event that the Account Holder's Account is deactivated, or locked because the Account Holder failed to notify us of any of these changes in their billing contact information.

**10. Representations & Warranties**

No oral or written advice or information given by us or our employees or associates will create a warranty. This information or advice may not be relied upon. This Agreement supersedes any such information or advice given by us, our employees or associates. We do not warranty that any services provided by us will be uninterrupted, error-free or secure. The Service is offered on an "as is" basis without any representations or warranties of any kind either express or implied. We may also use information or services provided by third party partners and providers. We do not guarantee or warrant the reliability of this information nor do we recommend any of their services. For greater certainty and without limitation to the generality of the foregoing:

- a) We make no representations, warranties or guarantees of any kind whether written or verbal regarding the reliability of the Account Holder Web service(s) provided or any other services offered;
- b) We are not responsible for any deletions, alterations, or loss of data due to network or system outages, file corruption, accidental deletion or any other reasons;
- c) We make no representations, warranties or guarantees with regard to Internet access, server reliability, speed or consistency;
- d) We make no representations, warranties or guarantees as to the accuracy or correctness of any content on any of the Internet marketing presentations and are not responsible for any errors or omissions arising from the use of such information. \*(see Makealick disclaimer information listed on our website <http://www.makealick.com>)

**11. Indemnity**

The Account Holder agrees not to harm Makealick.com, its reputation, computer systems, and/or other Account Holders using our services. If Account Holder breaches this Agreement, then we have the right to terminate service without any refunds of the unused portion prepaid by Account Holder. The Account Holder agrees to indemnify and hold harmless both Makealick.com and other Account Holders from any and all claims and/or costs (including legal costs) resulting from the Account Holder's use or abuse of their service in any manner. If at any time, Account Holder breaches any part of this contract and we have to engage the services of an attorney, then Account Holder will pay any and all of the Makealick.com's reasonable attorney fees and court costs. The Account Holder agrees to indemnify and hold us harmless from and against, and to reimburse us with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees and costs of investigation) of every nature whatsoever incurred by us by reason of or arising out of or in connection with (i) any breach of this Agreement by the Account Holder, (ii) any infringement of any copyright, trademark, patent, trade secret or any other intellectual propriety right of any party by content on the Internet marketing presentation, or (iii) illegal, libelous, slanderous, dangerous or defamatory content on the Internet marketing presentation or service.

**12. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws applicable in the State of Texas and the laws of United States and is treated in all respects as a United States contract.

I HAVE READ, UNDERSTOOD AND AGREED TO THE AFOREMENTIONED TERMS OF AGREEMENT FOR THE SERVICES PROVIDED BY Makealick.com

\_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

Makealick.com  
"Service Provider"

\_\_\_\_\_  
"The Service Client / Account Holder"