

Notice of Security Risks

Company provides services which may require client to provide company with client's password to access client's Web sites. In the event client sends Company, client's password by email, client acknowledges and understands that email is inherently insecure and may be compromised.

Company cannot guarantee client and does not guarantee client, that there is no risk of compromise from third parties, to a client's information, including but not limited to client passwords. Client understands and accepts that there is a risk of compromise, from third parties, whether said information or password is submitted via areas of Company's website, designated as "secure" or "secure" form, or otherwise. This includes, but is not limited to, Company's system generating a password automatically for clients, to Company membership sites and sending said information to client via email.

Email connects and passes through many routers and mail servers before receipt by recipient and it is understood in the industry, that during this process and after receipt, email is vulnerable to both physical and virtual eavesdropping.

Client understands that current industry standards do not place emphasis on security as information is transferred in plain text, and during this process mail servers regularly conduct unprotected backups of the email that passes through, leaving a digital paper trail that can be easily inspected or compromised months or even years later.

Client understands the risk that the possibility exists that email can be read by any hacker or unauthorized person who gains access to any protected, secured or unprotected router or storage system.

Client acknowledges and agrees that Client will hold Company harmless, against any and all damages, in the event an unauthorized person gains access to Client's Web site, regardless of mode of communication utilized or point of compromise.

To further minimize security risks, Client also agrees to change all passwords, immediately upon Company completing Company services for Client.

Limitation On Liability

CLIENT AGREES THAT COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS,

SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO COMPANY FOR THE APPLICABLE CONTENT, PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE.

© 2008 Profitable Results Marketing, LLC All Rights Reserved