

## **TERMS OF USE AND SERVICES AGREEMENT**

**PLEASE REVIEW THIS TERMS OF USE AND SERVICES AGREEMENT VERY CAREFULLY BEFORE ACCESSING OUR WEBSITE.**

Effective Date: This Terms of Use and Services Agreement (“Agreement”) was last updated on March 15, 2017.

### **DEFINITIONS**

The following terminology applies to this Terms of Use and Services Agreement and the Privacy Statement in this website and any or all agreements: “User”, “Client”, “You”, “Visitor” and “Your” refers to you, the person accessing this website and accepting the Company’s terms and conditions. “The Company”, “We” and “Us”, refers to our Company, Profit Experts, Inc., a Texas corporation (“Profit Experts”, “TPE” or the “Company”). “Party”, “Parties” or “Us”, refers to both the Client and ourselves, or either the Client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **AGREEMENT**

This Terms of Use and Services Agreement (the “Agreement”) sets forth the standards of use of TPE’s online service, which is a cloud application for generating financial forecasts, [www.theprofitbeacon.com](http://www.theprofitbeacon.com) (collectively referred to herein as the “Website” or “Site”). By using the Website You agree to these terms and conditions. If you do not agree to the terms and conditions of this Agreement, you should immediately cease all usage of the website.

This Agreement may be changed by us from time to time without specific notice to you. Modifications to the terms of use included in this Agreement will be posted on the Website, and You should always review this Agreement prior to using the Website to ensure that you have a current understanding of the Agreement under which You are using this Website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice. Modifications shall become effective immediately upon being posted at [www.theprofitbeacon.com](http://www.theprofitbeacon.com). This “Terms and Conditions of Use” is a legal agreement between you and TPE. Please read the Agreement carefully before registering for the Service. **Your continued use of the Service constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.**

ACCESS TO THIS WEBSITE (OR PORTIONS THEREOF) AND THE USE OF INFORMATION, MATERIALS, PRODUCTS OR SERVICES PROVIDED THROUGH THIS WEBSITE (OR PORTIONS THEREOF), IS NOT INTENDED, AND IS PROHIBITED, WHERE SUCH ACCESS OR USE VIOLATES APPLICABLE LAWS OR REGULATIONS.

## 1. Description of Services.

In the Website, TPE provides users with a forecasting model for use in managing the company's growth over the next few years in the form of software developed by the Company called The Profit Beacon™. This tool will allow users to see the elements that are relevant to the business for up to two years into the future giving you important information with which to manage the company. The actual monthly information will be compared to the forecast with both favorable and unfavorable variances identified for further discussion and analysis. Other tools will be recommended as opportunities are identified and these will be developed and implemented as you deem necessary and part-time CFO services will also be made available to the user in accordance with the terms set forth herein and by the Company. The different services are more specifically defined below:

- A. **Virtual CFO Service:** In this model, the user will provide their financial data to the Company via the Profit Beacon software. The Company will review and analyze the data and then perform a live call with the client of approximately ½ hour to 1 hour each month. During this call, the Company will inform the client of certain trends realized from the data provided and different ways the customer may be able to capitalize on favorable trends or mitigate certain negative issues. The user understands that under this model there is no accounting work performed by the Company. The Company simply provides coaching and trend analysis and the user understands that the user makes all decisions regarding the management of their business.
- B. **Automated CFO Application:** In this model, the Profit Beacon software will be completely managed by the user. The user will upload their data to the application via QuickBooks and then use the software to manage their business. Under this model, the client is able to purchase additional support from the Company at a rate of \$50 per (fifteen) 15 minute interaction.

(The Virtual CFO Service and the Automated CFO Application are referred to herein as the "Service" or "Services"). The user is responsible for obtaining access to the Website, and that access may involve third-party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Website.

## 2. Membership Fee and Invention Assignment.

The fee for Founding Members' use of the Website is \$49 per month. This subscription fee grants users unlimited access to the Website during the month of subscription. Credit card information is not stored anywhere on our servers or network in any form. Instead, sensitive credit card data is sent over a secure socket layer encrypted connection between our server and the payment service provider. Our staff does not have access to any credit card data sent over this secure connection. We take every step possible to keep our servers and network as secure as possible. There are, of course, no guarantees that the security could not be breached. You agree to immediately notify us if You believe security has been breached.

During the initial months of the Website launch, the Company will allow certain members to use the Website free of charge to participate in the Company's beta testing of the Website and the Services. In exchange for free use, the users will be required to give certain feedback to the Company and participate in certain surveys or other activities deemed necessary by the Company to complete the beta test. The user understands that any feedback provided by the user and anything which may be considered an Invention is the intellectual property of the Company.

As used in this Agreement, the term "Invention" means any and all improvements, inventions, and other creative works of any kind whether or not patented that the user may make or conceive solely, or that the user may make or conceive jointly or commonly with others. The user hereby assigns, transfers, and sets over to Company all right, title, and interest, including rights in the nature of patent rights, trademark rights, copyrights, trade secrets, or design rights, in and to any and all Inventions (as defined below). This assignment includes without limitation all such rights in the United States of America and throughout the world, and in and to any Letters Patent, applications for Letters Patent, any division, reissue, extension, continuation, or continuation-in-part thereof, or any copyright or trademark registrations which may be granted and issued for such Inventions. The parties intend that Company shall have sole and exclusive right, title, and interest in such Inventions. The user agrees to execute and deliver, and cause to be executed and delivered, any and all additional papers, documents, instruments, and other assurances reasonably required to effectively carry out the intent and purposes of this Section.

### **3. Your Account and Exclusive Use.**

The Service is not available to minors under the age of 18 or to any users suspended or removed from the system by TPE for any reason. Users may have as many active companies as desired and each company will have its own fee for each account. Additionally, users are prohibited from selling, trading, or otherwise transferring their account to another party. If you do not qualify, you may not use the Service or the Website. TPE maintains the exclusive right to discontinue any account for any reason whatsoever.

Your account is for your exclusive, personal use. This means:

- a. You may not authorize others (including but not limited to employers, employees, contractors, business associates, suppliers, vendors, etc) to use your account; and
- b. You may not assign or otherwise transfer your account to any other person or entity (including but not limited to employers, employees, contractors, business associates, suppliers, vendors, etc).
- c. As a condition of your use of the Website, You represent that You are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction and will only use the Website for you or for another person for whom you are legally authorized to act (and will inform such other persons about the TOS and/or Privacy Pledge) that apply to the actions You have taken on their behalf (including all rules and restrictions applicable thereto).

d. You are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer.

e. You agree to accept responsibility for all activities that occur under your account or password. Because of this, we strongly recommend that you exit from your account at the end of each session. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security. The Company reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion. Notwithstanding the above, we retain the right at our sole discretion to deny access to anyone to the Website and the Services we offer, at any time and for any reason, including, but not limited to, for violation of the TOS or Privacy Policy.

#### **4. Privacy Pledge, Privacy Statement, and Your Obligations.**

a. We pledge to respect your privacy, to be transparent about our data practices, to keep your data safe to the best of our ability, to never sell your personal data, to let you decide how your information is shared, and to only collect data that helps us improve our products and services.

b. You are entirely responsible for maintaining the confidentiality of your account. The Company shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge or expressed permission. You may be held liable for any losses incurred by The Company, our affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account or password.

c. A link to our Privacy Statement is provided here [www.theprofitbeacon.com/privacystatement](http://www.theprofitbeacon.com/privacystatement). By accessing the Website you agree to the terms of our Privacy Statement, which is subject to change without notice.

In consideration of your use of the Website, you agree to provide true, accurate, current and complete information about yourself.

You agree to use the Website in a manner consistent with any and all applicable rules and regulations. You agree not to upload or transmit through the website any computer viruses, Trojan horses, worms or any other programs, actions or information designed to interfere with, interrupt or disrupt the normal operating procedures of a computer.

#### **5. Disclaimer of Warranties.**

This Website is provided by TPE on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, TPE makes no representations or warranties of any kind, express or implied, regarding the use, benefits or the results of this Website in terms of its correctness, accuracy, reliability, or otherwise. THE COMPANY DOES NOT:

a. GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION OR SERVICE ON THE WEBSITE;

b. GUARANTEE ANY CERTAIN RESULT, OUTCOME, OR EFFECT FROM USING THE SERVICES OR THE PROFIT BEACON APPLICATION;

c. ADOPT, ENDORSE NOR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY, INCLUDING ANY AFFILIATES OR THIRD PARTIES, OTHER THAN THE COMPANY. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE WEBSITE, OR TRANSMITTED TO OR BY ANY USERS.

Client acknowledges and agrees that no one knows Client's business better than its owner(s) and staff and that all work must be conducted with full participation of Client as and when necessary to ensure the quality of the final product. Client further acknowledges and agrees that all final decisions regarding every aspect of its business are Client's responsibility. TPE shall have no liability to visitors for any damages incurred due to any interruptions in the use of the Service or this Website. TPE disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, title and non-infringement.

## **6. Hyperlink Disclaimer.**

This Website may contain links and/or advertisements to other websites maintained by us in addition to links to websites maintained by unrelated companies and persons (the "Third Party Sites"). An advertisement of, or link to, a non-TPE website does not mean that we approve, endorse or accept any responsibility for that website, its content or use, or the use of products and services made available through such website.

We are not responsible for the actions, content, accuracy, opinions expressed, privacy policies, products or services provided through these links or made available through these resources or appearing in such websites, nor for any damages or losses, directly or indirectly, caused or alleged to have been caused as a result of your use or reliance on such websites.

Such websites are not investigated, monitored or checked for accuracy, completeness or conformance with applicable laws and regulations by us. We do not make any representations whatsoever, or give any warranties of any kind, expressed, implied, or otherwise about other websites that You may access through this website, the content thereof, or the products and/or services made available through such websites. If You decide to leave our Website and access these other websites, You do so at your own risk. All rules, policies (including privacy policies) and operating procedures of such websites will apply to You while on such websites.

## **7. Submitted Content.**

TPE does not claim ownership of any data You upload to the Site. You hereby represent, warrant, and covenant that any materials You provide do not include anything to which You do not have the full right to grant the license specified in this Section 7. We take no responsibility and assume no liability for any submitted content posted or submitted by You. If You do not agree to these terms and conditions, please do not provide us with any submitted content. You agree that You are fully responsible for the content you submit. You are prohibited from posting or transmitting to or from this Website: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Website.

## **8. License, Site Access and Prohibited Activities.**

TPE grants You a limited license to access and make personal use of the Website and the Services. This license does not include any scraping, downloading or copying of account information for the benefit of another vendor or any other third party; caching, unauthorized hypertext links to the Site and the framing of any content available through the Site uploading, posting, or transmitting any content that you do not have a right to make available (such as the intellectual property of another party); uploading, posting, or transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; any action that imposes or may impose (in TPE's sole discretion) an unreasonable or disproportionately large load on TPE's infrastructure; or any use of data mining, robots, or similar data gathering and extraction tools. You may not bypass any measures used by TPE to prevent or restrict access to the Website. Any unauthorized use by You shall terminate the permission or license granted to You by TPE.

## **9. Dealings with Advertisers or Third Party Sites.**

a. Your correspondence or business dealings with, or participation in promotions of, advertisers or Third Party Sites found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or Third Party Sites.

b. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, including but not limited to, the sharing of the information you supplied to the Company with advertisers or Third Party Sites, or as the result of the presence of such advertisers or Third Party Sites on the Service.

## **10. Unauthorized Users.**

It is possible that other users (including unauthorized users, or "hackers") may have the ability to alter or remove certain information, post or transmit offensive or obscene materials on the website and that you may be involuntarily exposed to this type of conduct. It also is possible for others to obtain personal information about you due to your use of the website You create through Service, and that the recipient may use such information to harass or injure you. The Company is not responsible for the use of any personal information that You disclose on the Website. Please carefully select the type of information that You post on the Website or release to others. Please notify us immediately if You suspect, or have knowledge of, hacking or any inappropriate or prohibited use of your information.

## **11. Data Protection Consent.**

You agree to the terms of our Privacy Statement. Any communication or material you post or transmit to us over the Internet is, and will be treated as non-confidential and non-proprietary. Except as specifically provided in the Agreement, upon the transmission of any personal information to us, you expressly grant permission to us to disseminate and/or use such information for any lawful purpose.

Posting or transmitting of any unlawful, threatening, libelous, defamatory, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence or violation of any law is strictly prohibited.

We reserve the right to monitor your communications with us whether by mail, voice, fax, e-mail or any other form of transmission for the purposes of quality control, security and other business needs.

Notwithstanding the foregoing, all personal data provided to us as a result of your use of this website will be handled in accordance with our Privacy Policy.

## **12. Proprietary Rights. Ownership.**

a. This Site is owned and operated by The Profit Experts. All right, title and interest in and to the materials provided on this Site, including but not limited to domain name, information, documents, logos, graphics, sounds and images (the "Materials") are owned by The Profit Experts. Except as otherwise expressly provided by The Profit Experts, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted, or distributed in any way and nothing on this Site shall be construed to confer any license under any of TPE's intellectual property rights, whether by estoppel, implication or otherwise.

b. Unless otherwise indicated, this Website and its design, text, content, selection and arrangement of elements, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to this Website are protected under applicable copyrights,

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### **13. Warranties.**

a. TPE MAKES NO WARRANTY THAT: (A) THE SITE OR THE MATERIALS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) THE SITE OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) YOU WILL MAKE ANY PROFIT, REVENUE OR OBTAIN POSITIVE RESULTS FROM THE USE OF THE SITE, OR THAT ANY MATERIALS OFFERED THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS.

b. OBTAINING ANY MATERIALS, PRODUCTS, SERVICES OR CONSULTING ADVICE THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. TPE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE YOU INCUR WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGE TO

YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE.

**14. Disclaimer of Liability and Warranty.**

THE CONTENT, PRODUCTS, AND SERVICES PUBLISHED ON THIS SITE MAY INCLUDE INACCURACIES OR ERRORS. WE DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE CONTENT, PRODUCTS, AND SERVICES WE EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON THE SITE.

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IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THIS SITE OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS SITE (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON OPINIONS APPEARING ON THIS SITE; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS SITE; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THIS SITE) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF THE COMPANY, ITS AFFILIATES AND/OR THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15. Limitation of Liability.**

a. IN NO EVENT SHALL THE COMPANY, OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL,

INCIDENTAL OR CONSEQUENTIAL DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE OR MATERIALS AVAILABLE FROM THIS SITE. IF YOUR USE OF MATERIALS FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

b. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA OR PROGRAMS, SERVICE INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF THE COMPANY KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL THE COMPANY'S AGGREGATE LIABILITY, ON ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT. THE COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES RESULTING FROM ANY CORRESPONDENCE OR BUSINESS DEALINGS WITH THIRD-PARTY ADVERTISERS OR RESULTING FROM THE PRESENCE OF SUCH ADVERTISERS ON THE SERVICE.

c. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THIS SERVICE OR PERSONS INTRODUCED TO YOU BY THIS SERVICE.

## **16. Indemnification.**

a. You agree to indemnify, release and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Service in any way, including, but not limited to, any breach by you of the terms of this Agreement or the Privacy Statement.

b. To resolve a complaint regarding the Service, you should first contact the Company by sending an email to [service@theprofitbeacon.com](mailto:service@theprofitbeacon.com).

## **17. Termination.**

The Company may terminate Your account at any time, for any reason or no reason, without explanation, with or without written notice to the other party. The Company reserves the right to immediately suspend or terminate your access to the Service, without notice, whether or not the Company believes You have violated any Section of this Agreement. In the event your access to the Service is suspended due to the breach of this Agreement, You agree that all fees then paid to the Company by You shall be nonrefundable.

You may terminate your account with TPE upon thirty (30) days written notice to Company. Upon termination, You remain liable for all amounts owed for Services. Upon termination by either party, the Company reserves the right to maintain the funds processed for up to one year before releasing the money to You.

## **18. Death or Disability.**

a. If by reason of death or disability You are unable to receive all Services for which you contracted and pre-paid (through TPE only, not through any third party affiliates), You and Your estate may elect to be refunded for Services other than those received before death or the onset of disability, except as provided in paragraph (c).

b. If you have prepaid any amount for the Service (through TPE only, not through any third party affiliates), the amount prepaid that is allocable to services that You have not received shall be promptly refunded to You or Your representative.

c. "Disability" shall mean a condition that precludes You from physically using the Service during the term of disability and the condition is verified in writing by a physician designated and remunerated by You. Written verification from the physician must be presented to the Company within sixty (60) days of discovering the disability.

## **19. Entire Agreement.**

This Agreement, accepted upon registration, contains the entire agreement between you and the Company regarding the use of the Services and this Site. Unless otherwise explicitly stated, the terms will survive termination of your registration. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

## **20. Modifications and Interruption to Service.**

TPE reserves the right to modify or discontinue the Service with or without notice to the User. TPE shall not be liable to User or any third party should TPE exercise its right to modify or discontinue the Service. User acknowledges and accepts that TPE does not guarantee continuous, uninterrupted or secure access to the Website and operation of our Website may be interfered with

or adversely affected by numerous factors or circumstances outside of our control. Users should address all concerns to [service@theprofitbeacon.com](mailto:service@theprofitbeacon.com).

## **21. Governing Law.**

Our Website is operated and maintained in the State of Texas. As such, this Agreement, Privacy Statement and all content of the Service shall be construed in accordance with and governed by the laws of the State of Texas. Any action relating hereto shall be brought in Dallas County, Texas. We make no representation that our Website or other services are appropriate, legal or available for use in other locations. Accordingly, if You choose to access our Website You agree to do so subject to the laws of the State Texas.

## **22. Compliance with Laws.**

You assume all knowledge of applicable federal and state law and are responsible for compliance with any such laws. You may not use this Website or Service in any way that violates any applicable state, federal, or international laws, regulations or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

## **23. Notification of Claimed Copyright Infringement.**

Pursuant to Section 512(c) of the COPYRIGHT REVISION ACT, as enacted through the DIGITAL MILLENNIUM COPYRIGHT ACT, TPE designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail:

Copyright Agent  
c/o Profit Experts, Inc.  
906 W. McDermott Drive, Suite 116-126  
Allen, Texas 75013

**24. Entire Understanding, Severance and Waiver.**

This Agreement (together with our Privacy Statement) contain the entire understanding between you and us with respect to use of this website and no representation, statement, inducement oral or written, not contained herein shall bind any party to this agreement. Should any part of this Agreement for any reason be declared invalid by a court of competent jurisdiction, such determination shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of this Agreement had been eliminated. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.

**25. Acknowledgement.**

**BY USING TPE'S SERVICES OR ACCESSING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.**