

Terms of Use Agreement

Welcome to Smart Selling Tools. By using the Smart Selling Tools Website (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you register as a member ("Member") or whether or not you register to be a subscriber a ("Subscriber") together known as Services ("Services").

This Agreement sets out the legally binding terms of your use of the Website and Services and may be modified by Smart Selling Tools from time to time, such modifications to be effective upon posting by Smart Selling Tools on the Website. This Agreement includes Smart Selling Tools Acceptable Use Policy for Content Posted on the Website, Smart Selling Tools Privacy Policy, and any notices regarding the Website.

1. Eligibility.

You must be eighteen or over to register for Smart Selling Tools' Services or use the Website. By using the Website, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

2. Term.

This Agreement will remain in full force and effect while you use the Website and/or the Services. You may terminate your use of Services at any time, for any reason by following the instructions on the Account Settings, or upon receipt by Smart Selling Tools of your written or email notice of termination. Smart Selling Tools may terminate your Services for any reason, effective upon sending notice to you at the email address you provide in your application for services, or such other email address as you may later provide to Smart Selling Tools. If Smart Selling Tools terminates your membership in the Services because you have breached the Agreement, you will not be entitled to any refund of unused Services' fees. Even after membership is terminated, this Agreement will remain in effect. Even after this Agreement is terminated, certain provisions will remain in effect, including sections 4, 5, 7 and 9-14 of this Agreement.

3. Non Commercial Use.

Organizations, companies, and/or businesses may not and should not use the Services or the Website for any Illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.

4. Proprietary Rights in Content on Smart Selling Tools.

Smart Selling Tools owns and retains all proprietary rights in the Website and the Services. The Website contains the copyrighted material, trademarks, and other proprietary information of Smart Selling Tools, and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

5. Content Posted on the Site.

a. You understand and agree that Smart Selling Tools may review and delete any content, messages, comments, photos or profiles (collectively, "Content") that in the sole judgment of Smart Selling Tools violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.

b. You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Website, or transmit to other Website users.

c. By posting Content to any public area of Smart Selling Tools, you automatically grant, and you represent and warrant that you have the right to grant, to Smart Selling Tools an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

d. The following is a partial list of the kind of Content that is illegal or prohibited on the Website. Smart Selling Tools reserves

the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such violators. It includes Content that:

is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

harasses or advocates harassment of another person;

involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";

promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);

provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;

provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and

engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

e. You must use the Service in a manner consistent with any and all applicable laws and regulations.

6. Copyright

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Website; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

7. Member Disputes.

You are solely responsible for your interactions with others on the Website. Smart Selling Tools reserves the right, but has no obligation, to monitor disputes between you and other users of the Website.

8. Privacy.

Use of the Website and/or the Service is also governed by our Privacy Policy.

9. Disclaimers.

Smart Selling Tools is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with Services, whether caused by users of the Website or by any of the equipment or programming associated with or utilized in the Services. Smart Selling Tools is not responsible for the conduct, whether online or offline, of any user of the Website or Services. Smart Selling Tools assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. Smart Selling Tools is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with Services. Under no circumstances will Smart Selling Tools be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Services, any Content posted on the Website or transmitted to users, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and Smart Selling Tools expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Smart Selling Tools cannot guarantee and does not promise any specific results from use of the Website and/or the Services.

11. Limitation on Liability.

Except in jurisdictions where such provisions are restricted, in no event will Smart Selling Tools be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Web site or the Services, even if Smart Selling Tools has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Smart Selling Tools liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Smart Selling Tools for the Services.

12. U.S. Export Controls.

Software from this Website (the "Software") is further subject to United States export controls. No Software may be downloaded from the Website or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

13. Disputes.

If there is any dispute about or involving the Website and/or the Service, by using the Website, you agree that the dispute will be governed by the laws of [YOUR JURISDICTION] without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in [YOUR INFO HERE].

14. Indemnity.

You agree to indemnify and hold Smart Selling Tools, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

15. Other.

This Agreement, accepted upon use of the Website and further affirmed by registering for Services, contains the entire agreement between you and Smart Selling Tools regarding the use of the Website and/or the Services. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Please contact us with any questions regarding this agreement. Smart Selling Tools is a trademark of Smart Selling Tools.