

Terms of services

By Joining you Agree to our TERMS OF SERVICE

1. As a precondition and requirement to use the services available via SeoCommandCenter.com, you, for yourself and for the company or other person(s), if any, you represent Subscriber or Subscribers, as applicable), hereby accept and agree to be legally bound by these Terms of Service Terms. These Terms are effective immediately between the Subscriber and Spearhead Ventures LTD. dba SeoCommandCenter.com, its subsidiaries and affiliates. Each Subscriber is subject to these Terms, and by using SeoCommandCenter.coms services, network and/or systems (collectively the Services), Subscriber agrees to be legally bound by and subject to all terms and conditions contained in these Terms, including as well all usage policies and other policies herein. To the extent not inconsistent therewith, these Terms are also incorporated into the individual service agreement, if any, of each Subscriber.

2. Subscriber represents and warrants that, if an individual, Subscriber is at least 18 years old and otherwise legally competent in all respects to, or, if an entity, Subscriber is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing, as applicable, and possesses all legal authority and power to accept and be bound by these Terms. Additionally, Subscriber represents and warrants that neither it, she, or he (as applicable), nor any entity it, she or he represents, is prohibited under any part of section 13 of these Terms from registering or signing up with or otherwise subscribing to or receiving any of the Services from SeoCommandCenter.com. Further, Subscriber represents and warrants all information provided by Subscriber to SeoCommandCenter.com has been and is complete, accurate, and current, and that Subscriber shall continue to provide complete, accurate and current information to SeoCommandCenter.com in connection with all

registration or renewal processes and further agrees to update all such information as necessary to maintain complete, accurate and current information. Although subscribers of paid services offered through SeoCommandCenter.com must be at least 18 years of age and otherwise legally competent to accept and be legally bound by these Terms, a parent or legal guardian of a minor may obtain an account on the minor's behalf, and by doing so, consents to such minor's use of the Services. Subscribing parents and legal guardians each for herself or himself, as applicable, accept and agree to be legally bound by these Terms, and assume full responsibility and liability associated with any failure of compliance with the Terms in connection with said minor's use of any of the Services.

3. SeoCommandCenter.com intends to provide the best possible SEO tools to each of its Subscribers. SeoCommandCenter.com is also dedicated to staying abreast of new and available technologies that will better serve our Subscribers. However, due to changing technologies, changing laws and the individual and collective needs of our Subscribers, SeoCommandCenter.com reserves the right, in its sole discretion, to change, modify, add or remove all or any part of these Terms at any time with or without notice.

4. Subscribers may view the most current version of these Terms at www.SeoCommandCenter.com/terms.php Any use of the Services by Subscriber, after changes, modifications, additions or deletions to these Terms are posted on the SeoCommandCenter.com website, shall constitute Subscriber's acceptance of all such changes, additions, modifications or deletions. If a Subscriber does not agree to any such alterations to these Terms, the Subscriber's sole and exclusive remedy is to cancel the Subscriber's account as set forth in Paragraph 3 below.

5. Notwithstanding SeoCommandCenter.com's right to

o alter these Terms without prior notice, SeoCommandCenter.com may, within its sole discretion and as a courtesy to all affected Subscribers, make an effort to provide Subscribers with 7 days advanced notice of any alteration of these Terms if it appears to SeoCommandCenter.com, in its sole discretion, that said alteration may materially and adversely impact said Subscriber's use of the Services.

2. TERM - PAYMENT - ACCOUNT RENEWAL

1. Term of Service. The term of Subscriber's subscription to the Services commences upon Subscriber's acceptance of these Terms and terminates as set forth in Paragraphs 2.04 and 3.01.

2. Payment. Subscriber agrees to pay all applicable fees for Services in effect at the time of registration and/or renewal, subject to these Terms as same may be modified by SeoCommandCenter.com from time to time.

3. Automatic Account Renewal. SeoCommandCenter.com will automatically renew Subscriber's account, for the same duration initially selected, at the then-current, non-promotional rate, by charging the applicable fee to Subscriber's originally-selected method of payment.

4. Cancellation of Automatic Account Renewal. To cancel Automatic Account Renewal, Subscriber must login to SeoCommandCenter.com proceed to the My Account link in the top right hand corner and use the RED CANCEL BUTTON or issuing a support ticket at the help desk located at <http://seocc.freshdesk.com> and agrees that on receipt of a Renewal Cancellation Notification under the conditions stated above, no additional charges will be billed to Subscriber, and Subscriber's account shall expire immediately.

5. Authority. In the event Subscriber is a corporation, limited liability company, partnership, joint venture, other business entity or group of indi

viduals, the person registering for or renewing SeoCommandCenter.com Services on behalf of Subscriber hereby certifies that he/she has the authority to and does hereby bind the corporation, LLC, partners, joint venture or other individuals in this manner and in connection with Subscriber's acceptance of all other Terms set forth herein.

3. CANCELLATION OF SERVICES - REFUND POLICY

1. Cancellations and Refunds. SeoCommandCenter.com provides a 30-day money back guarantee for new account registrations, subject to the following terms and conditions:

2. Cancellations After 30 Days. No refunds of any kind.

3. Notice of Cancellation. Subscriber must login to SeoCommandCenter.com proceed to the My Account link in the top right hand corner and use the RED CANCEL BUTTON or issuing a support ticket at the help desk located at <http://seocc.freshdesk.com> and agrees that on receipt of a Renewal Cancellation Notification under the conditions stated above, no additional charges will be billed to Subscriber, and Subscriber's account shall expire immediately.

4. Chargebacks and Reversals. In the event Subscriber issues a chargeback or reversal of charges without first following the above cancellation procedures, the Subscriber will be responsible for a \$100.00 billing service fee.

4. SeoCommandCenter.com reserves the right to cancel any subscriber at any time. If this action is taken, refunds are given at the sole discretion of SeoCommandCenter.com.

6. PROPRIETARY RIGHTS

These Terms do not give Subscriber any rights in SeoCommandCenter.com intellectual property or technology. SeoCommandCenter.com and related trademarks

and logos are the exclusive property of SeoCommandCenter.com. SeoCommandCenter.com and Subscriber agree that neither will, directly or indirectly, reverse engineer or decompile object code or execution code, nor otherwise seek to obtain source code or trade secrets of the other party. Notwithstanding the foregoing, nothing herein shall bar SeoCommandCenter.com from using any knowledge, information or skills that are generally known or that can be learned or otherwise acquired in the normal course of business. 5. SECURITY AND OWNERSHIP

1. Site Security. SeoCommandCenter.com uses sophisticated means of security in connection with the Services. Notwithstanding the foregoing, it is exclusively Subscriber's obligation to maintain and control passwords to Subscriber's web site(s), and Subscriber exclusively is responsible for all activities that occur in connection with Subscriber's user name, password and registered domain name(s). Subscriber agrees to immediately notify SeoCommandCenter.com of any unauthorized uses of the Service or any other breaches of security. SeoCommandCenter.com will not be liable for any loss or damages of any kind, under any legal theory, caused by Subscriber's failure to comply with the foregoing security obligations or caused by any person to whom Subscriber grants access to Subscriber's Services.

2. Site Ownership. SeoCommandCenter.com claims no ownership interest in the content of Subscriber's web site(s). By submitting content and data to SeoCommandCenter.com, Subscriber grants to SeoCommandCenter.com, its successors and assigns, the worldwide, royalty-free, and nonexclusive license under Subscriber's copyrights and other rights, if any, in all material and content displayed in Subscriber's web site to use, distribute, display, reproduce, and create derivative works from such material in any and all media, in order to maintain such content on SeoCommandCenter.com's servers during the term of these Terms. Subscriber also authorizes

the downloading and printing of such material, or any portion thereof, by end-users for their personal use. This license shall terminate upon Subscriber's cancellation of the Services as set forth in Paragraphs 2.01 and 3.0.

3. Disputing Site or Account Ownership Disputes sometimes arise between or among multiple persons claiming ownership of or rights in a site hosted by SeoCommandCenter.com or in an associated SeoCommandCenter.com account. SeoCommandCenter.com is not obligated to resolve any such disputes. If multiple persons are claiming ownership of or rights in a site hosted by SeoCommandCenter.com or in an associated SeoCommandCenter.com account, and, in SeoCommandCenter.com's sole judgment, there is not certainty as to the ownership of or rights in said site or account, then SeoCommandCenter.com will, to the extent of its knowledge and ability, notify said persons of the dispute and demand that said persons promptly, conclusively, and finally resolve the dispute in a manner which makes clear who the owner(s) and/or interest holder(s) is/are and in a manner which relieves SeoCommandCenter.com of all liability or obligations concerning the dispute. If the disputing persons fail so to resolve the dispute within what SeoCommandCenter.com, in its sole judgment, deems to be a reasonable time, then SeoCommandCenter.com, at its option and without any obligation to do so, may, in accordance with and subject to the laws of the State of Texas, file an interpleader action in a court of competent jurisdiction within the State of Utah for the purpose of allowing the contending persons to resolve said dispute and to reach certainty regarding ownership of or rights in said site and/or account. The person or persons conclusively and finally determined by the interpleader action to be the rightful owner(s) or interest holder(s) of said site and/or associated account shall be obligated to reimburse SeoCommandCenter.com for all of its expenses relative to said interpleader action including without limi

t all its court costs and reasonable attorney fees . All amounts owed to SeoCommandCenter.com under this section 5.03 shall be deemed due and payable immediately upon thirty (30) days after judgment or settlement is reached in said interpleader action. Failure /or associated account to cause SeoCommandCenter.com to be timely paid in full all of said amounts shall be deemed a breach of these Terms, shall subject the account to immediate termination, and shall entitle SeoCommandCenter.com to a judgment against said rightful owner for all costs and all of SeoCommandCenter.com's expenses relative to said interpleader action including without limit all of SeoCommandCenter.com's court costs and reasonable attorney fees. No rights enumerated in this section 5.03 shall in any way diminish any other rights of SeoCommandCenter.com enumerated in any other section of these Terms, or otherwise available to SeoCommandCenter.com at law or in equity.

6. PRIVACY POLICY

1. Commitment. The SeoCommandCenter.com commitment to our Subscribers' privacy is set forth in this section. Except as required by law or as otherwise provided herein, SeoCommandCenter.com will take commercially reasonable steps to ensure your right to privacy. SeoCommandCenter.com is committed to developing long lasting relationships that are built on trust and will never intentionally violate that trust. 2. Encryption. When Subscriber orders from SeoCommandCenter.com, Personal Data Transmissions are encrypted. When Subscriber orders from SeoCommandCenter.com, all of Subscriber's personal information is protected. SeoCommandCenter.com uses Secure Sockets Layer (SSL), the industry standard, for encrypting all personal information, including name, address and credit card numbers. 3. Confidentiality. With the exception of trusted business affiliates and/or associates who work on behalf of or in connection with SeoCommandCenter.com, subject to specific confidentiality agreements, SeoCo

SeoCommandCenter.com will not provide or sell to any third party your personal information and will keep all Subscriber information confidential, subject to the following: 1. Upon registration, certain Subscriber information is transferred to WHOIS (domain registration information), to our affiliated third-party registrar, FastDomain, to Postini (email addresses), and to Comodo (SSL cert. creation). 2. SeoCommandCenter.com will respond to subpoenas, court orders, or other legal process, and will utilize Subscriber information as necessary to establish or exercise SeoCommandCenter.com's legal rights or defend against legal claims. 3. SeoCommandCenter.com will share information to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations or suspected violations of these Terms, or as otherwise required by law. 4. SeoCommandCenter.com may transfer information about Subscribers if SeoCommandCenter.com is acquired by or merged with another company, in which event SeoCommandCenter.com will notify Subscriber.

8. COOKIE POLICY STATEMENT

1. General Purposes. SeoCommandCenter.com understands that many of its Subscribers are concerned about cookies, which are electronic collections of information stored on the local computer of a person using the worldwide web and which are used chiefly by websites to keep track of visitors and registered users and to relate one computer transaction to a later one. SeoCommandCenter.com provides this Cookie Policy Statement to let you, the Subscriber, know how SeoCommandCenter.com uses this technology. SeoCommandCenter.com uses cookies to help SeoCommandCenter.com improve its website and web services, and, most importantly, to provide SeoCommandCenter.com's existing Subscribers with the opportunity for continued savings and increased convenience.

2. Cookies for Improving Our Web Site. SeoCommandCenter.com uses cookies to inform SeoCommandCenter.com of a repeat visit. The cookie does not tell SeoCommandCenter.com who a visitor is, the visitor's name, email address, or Passwords.

3. Cookies for Banner Rewards Program. To offer SeoCommandCenter.com Subscribers continued savings, SeoCommandCenter.com uses cookies to help monitor the traffic generated from SeoCommandCenter.com banners and logo buttons displayed on SeoCommandCenter.com Subscribers' websites. For every new SeoCommandCenter.com Subscriber that is introduced to SeoCommandCenter.com through a Subscriber's website, the Subscriber receives a credited discount.

4. Cookies for Subscriber Account Management. For SeoCommandCenter.com Subscribers, SeoCommandCenter.com uses cookies to store user names for added convenience to the Webmaster. As part of our SeoCommandCenter.com web package, SeoCommandCenter.com offers password-protected, web-based management tools. By storing a Subscriber's username in a cookie, the Webmaster will not have to fill out form fields each time he or she manages the account. (The cookie does not store Passwords.) SeoCommandCenter.com is dedicated to using the newest technologies in order to simplify our Subscribers' experience.

9. PROHIBITED USES

1. Breach of Terms and Account Termination. The uses of SeoCommandCenter.com Services set forth in this section 9 hereinbelow are prohibited. The engaging in any prohibited use as set forth herein by Subscriber or by any affiliate or subscriber of Subscriber (as determined in the sole discretion of SeoCommandCenter.com) constitutes a material breach of these Terms and will subject Subscriber's account to immediate termination without notice.

2. Misrepresentation of Transmission Information.

Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.

3. Viruses and Other Destructive Activities. Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Subscriber to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.

4. Hacking. Hacking and related activities are prohibited. Hacking includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.

5. Anonymous Proxies. SeoCommandCenter.com does not allow the use of anonymous proxy scripts on its servers. They can be very abusive to the server resources, affecting all users on that server.

6. Export Control Violations. The exportation of encryption software outside of the United States and/or violations of United States law relating to the exportation of software is prohibited. Subscriber may not export or transfer, directly or indirectly, any regulated product or information to anyone outside the United States without complying with all applicable statutes, codes, ordinances, regulations, and rules imposed by U.S. federal, state or local law, or by any other applicable law.

7. Child Pornography. The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. SeoCommandCenter.com is required by law to, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.

8. Other Illegal Activities. The use of the Services to engage in any activity that is determined by SeoCommandCenter.com, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable online privacy laws. SeoCommandCenter.com will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.

9. Obscene, Defamatory, Abusive or Threatening Language. Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.

10. Backup Storage. SeoCommandCenter.com offers its Services to host web sites, not to store data. Using an account as an online storage space for archiving electronic files is prohibited and will result in termination of services without prior notice.

11. Other Activities. Engaging in any activity that, in SeoCommandCenter.com's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, SeoCommandCenter.com's business, operations, reputation, goodwill, Subscri

bers and/or Subscriber relations, or the ability of SeoCommandCenter.com's Subscribers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate these Terms. In addition, the failure of Subscriber to cooperate with SeoCommandCenter.com in correcting or preventing violations of these Terms by, or that result from the activity of, a subscriber, patron, customer, invitee, visitor, or guest of the Subscriber constitutes a violation of these Terms by Subscriber.

10. COPYRIGHT NOTICE INFRINGEMENT INFORMATION

In accordance with the Digital Millennium Copyright Act, SeoCommandCenter.com has adopted a policy that provides for termination of websites hosted by SeoCommandCenter.com that are found to infringe on copyrights of third parties. If a copyright holder believes that there has been a violation of his or her copyright on a website that is hosted by SeoCommandCenter.com or a SeoCommandCenter.com subsidiary, and the copyright holder wants SeoCommandCenter.com to remove the website or disable the material in question, SeoCommandCenter.com will remove the website or disable the material if the copyright holder provides us with all of the following information.

1. A signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. Identification of the copyrighted work that is claimed is being infringed, or, in the case of claimed infringement of multiple copyrighted works, a representative list of such works.

2. Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information reasonable

ly sufficient to permit us to locate the material.

3. Information reasonably sufficient to permit us to contact the person giving the notification, such as an address and telephone, and, if available, an electronic mail address at which such person may be contacted. 4. A statement that the person giving the notification has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

4. A statement that the information in the notification is accurate, and under penalty of perjury, that the person giving the notification is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

11. GENERAL

1. Promotional Pricing. SeoCommandCenter.com may periodically offer free or discounted services or credits in connection with a promotional offer, including, without limitation, free domain name registration. Such promotional offers are honored only in connection with the specific promotional package to which they apply. In the event a Subscriber downgrades or otherwise changes his/her/its subscription to a subscription to which a promotional offer does not apply, Subscriber will forfeit any unused free credits offered under the promotional package and SeoCommandCenter.com will charge Subscriber the prevailing fees for any free credits redeemed by Subscriber under the promotional package.

2. Backups. For its own operational efficiencies and purposes, SeoCommandCenter.com from time to time backs up data on its servers, but is under no obligation or duty to Subscriber to do so under these Terms. IT IS SOLELY SUBSCRIBER'S DUTY AND RESPONSIBILITY TO BACKUP SUBSCRIBER'S FILES AND DATA ON SeoCommandCenter.com SERVERS, AND under no circum

stance will SeoCommandCenter.com be liable to anyone FOR DAMAGES OF ANY KIND under any legal theory for loss of Subscriber FILES AND/or data on any SeoCommandCenter.com server.

3. Monitoring and Disclosures. All activities occurring on, in, and/or via the Services or any website hosted by SeoCommandCenter.com may be monitored, recorded, and examined by any authorized person, including as well law enforcement. In general, SeoCommandCenter.com does not monitor its Subscribers' websites or activities to determine whether they are in compliance with these Terms. However, when and if SeoCommandCenter.com becomes aware of any violation of these Terms, SeoCommandCenter.com may take any lawful action, and in the event of illegal activity, will take action, to stop or correct such violation, including, but not limited to, shutting down a website, denying access to the Services or to the Internet via SeoCommandCenter.com, and/or removing non-complying information. In addition, SeoCommandCenter.com may take any lawful action against a Subscriber or a subscriber, patron, customer, invitee, visitor, or guest of such Subscriber because of the activities of such subscriber, patron, customer, invitee, visitor, or guest. SeoCommandCenter.com reserves the right to take any such action even though such action may affect other subscribers, patrons, customers, invitees, visitors, or guests of the Subscriber. SeoCommandCenter.com may disclose any information in its possession, including, without limitation, information about Subscribers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, governmental request, or other legal process to protect SeoCommandCenter.com or others from harm, and/or to ensure the proper operation of the Services. SeoCommandCenter.com has no obligation to notify any person, including the Subscriber about whom information is sought, that SeoCommandCenter.com has provided the information.

4. Accurate Account Information. Subscriber must continually update and keep accurate and current Subscriber's contact information stored and saved on SeoCommandCenter.com in order to avoid termination of Subscriber's SeoCommandCenter.com account(s).

5. Duty to Notify SeoCommandCenter.com of Breach. If Subscriber discovers anyone on the SeoCommandCenter.com system violating any of these Terms or notices anything suspicious from the SeoCommandCenter.com network, Subscriber agrees to report the violation or suspicious activity to abuse@SeoCommandCenter.com for investigation. SeoCommandCenter.com reserves the right to and will immediately terminate any account which SeoCommandCenter.com concludes to be in violation of any of these Terms.

6. Reservation of Rights. SeoCommandCenter.com reserves the right to refuse and cancel service to any Subscriber for any lawful reason at any time during Subscriber's term with SeoCommandCenter.com.

7. Governing Law. These Terms shall be governed by the laws of the State of Utah without reference to conflict of law principles. The United Nations Convention on the International Sale of Goods shall not apply and is hereby expressly excluded.

12. WARRANTY DISCLAIMER - LIMITATIONS - INDEMNIFICATION

1. Warranty Disclaimer. YOU, THE SUBSCRIBER, ACKNOWLEDGE THAT THE SERVICES AND THE SOFTWARE ARE PROVIDED AS IS, AS AVAILABLE WITHOUT ANY WARRANTY OF ANY KIND. SeoCommandCenter.com HEREBY DISCLAIMS ANY WARRANTY OR CONDITION WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND SOFTWARE, OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES AND SOFTWARE, OR THAT THE SERVICES AND SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COM

PONENTS. THE SERVICES AND SOFTWARE MAY CONTAIN ERRORS. NO ADVICE OR INFORMATION GIVEN BY SeoCommandCenter.com OR SeoCommandCenter.com'S REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUBSCRIBER SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. SeoCommandCenter.com DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OF COMPUTER PROGRAMS AND CONTENT. SeoCommandCenter.com DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. SeoCommandCenter.com DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR SeoCommandCenter.com IN PARTICULAR. 2. Limitations on SeoCommandCenter.com's Liability.

SeoCommandCenter.com SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT SHALL SeoCommandCenter.com BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT SeoCommandCenter.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

SeoCommandCenter.com SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. SeoCommandCenter.com'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY USE OF THE SERVICES IS THE CANCELLATION OF SUBSCRIBER'S ACCOUNT AS SET FORTH HEREIN. IN NO EVENT SHALL SeoCommandCenter.com'S LIABILITY TO YOU, THE SUBSCRIBER, EXCEED THE GREATER OF ONE DOLLAR (\$1.00) OR ANY AMOUNTS ACTUALLY PAID IN CASH BY

YOU, THE SUBSCRIBER, TO SeoCommandCenter.com FOR THE PRIOR ONE MONTH PERIOD. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS OR OUT OF THE SERVICES MAY BE BROUGHT BY YOU, THE SUBSCRIBER, MORE THAN ONE YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION . SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY AND, IN SUCH JURISDICTIONS, SeoCommandCenter.com'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

3. Indemnification of SeoCommandCenter.com. You, the Subscriber, agree to defend, indemnify and hold SeoCommandCenter.com, its affiliates and its sponsors, partners, other co-branders and the respective directors, officers and employees of each harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to your breach of any of these Terms or use by you or any third party of the Services, except to the extent the foregoing directly result from SeoCommandCenter.com's own gross negligence or willful misconduct. SeoCommandCenter.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, the Subscriber.

13. PROHIBITED PERSONS (COUNTRIES, ENTITIES, AND INDIVIDUALS)

1. Sanctioned Countries. The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that, with respect to all or certain commercial activities that would otherwise occur between i) the United States, its citizens or residents on the one hand and ii) the governments,

citizens, or residents of certain other countries Sanctioned Countries on the other hand, said commercial activities are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded. Sanctioned Countries presently include, among others, Balkans, Belarus, Burma, Cote d'Ivoire (Ivory Coast), Cuba, Democratic Republic of the Congo, Iran, Iraq, former Liberian Regime of Charles Taylor, North Korea, Sudan, Syria, and Zimbabwe. Sanctioned Countries shall be deemed automatically to be added to or otherwise modified from time to time consistent with the determination(s) of the government of the United States, and shall include all other countries with respect to which commercial activities are prohibited, embargoed, sanctioned, banned and/or otherwise excluded by determination(s) of the government of the United States from time to time.

1. Each Sanctioned Country, all governmental, commercial, or other entities located therein, and all individuals located in any Sanctioned Country are hereby prohibited from registering or signing up with, subscribing to, or using any service of SeoCommandCenter.com.

2. Each individual which is a National or Citizen of a Sanctioned Country is hereby prohibited from registering or signing up with, subscribing to, or using any service of SeoCommandCenter.com, regardless of where said individual is located.

3. Prohibited Organizations/Entities. The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that certain organizations and/or entities (collectively Prohibited Organizations/Entities and individually Prohibited Organization/Entity) are to be prohibited, embargo

ed, sanctioned, banned, and/or otherwise excluded from all or certain commercial transactions with the United States, its citizens and residents. The Prohibited Organizations/Entities are those as set forth in the applicable records of the government of the United States, including without limit those set forth at: <http://www.ustreas.gov/ofac>; and, <http://www.ustreas.gov/offices/enforcement/ofac/programs/terror/terror.pdf>, as said determinations and resulting records may be amended, updated, or otherwise modified from time to time.

1. Each Prohibited Organization/Entity is hereby prohibited from registering or signing up with, subscribing to, or using any service of SeoCommandCenter.com.

3. Prohibited Individuals. The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that certain individuals (collectively Prohibited Individuals and individually Prohibited Individual), including without limit, certain Specially Designated Nationals are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded from all or certain commercial transactions with the United States, its citizens and residents. The Prohibited Individuals are those as set forth in the applicable records of the government of the United States, including without limit those set forth at: <http://www.ustreas.gov/ofac>; and, <http://www.ustreas.gov/offices/enforcement/ofac/programs/terror/terror.pdf>, as said determinations and resulting records may be amended, updated, or otherwise modified from time to time.

1. Each Prohibited Individual is hereby prohibited from registering or signing up with, subscribing

to, or using any service of SeoCommandCenter.com.

IF YOU, FOR YOURSELF OR ON BEHALF OF ONE OR MORE PERSONS YOU ARE REPRESENTING WITH RESPECT TO SeoCommandCenter.com SERVICES, DO NOT AGREE TO ANY OF THE FOREGOING TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY A MEMBER, CANCEL YOUR SeoCommandCenter.com ACCOUNT. BEGINNING NOW, ANY CONTINUATION BY YOU IN USING THE SERVICES CONSTITUTES FOR YOU AND THOSE REPRESENTED BY YOU AN EXPRESS AFFIRMATION AND COMMITMENT TO BE (OR TO CONTINUE TO BE, AS APPLICABLE) LEGALLY BOUND BY AND TO COMPLY WITH ALL OF THESE TERMS.