

Terms of Service and Use Agreement of OKCServiceCheck.com (Service Provider Agreement)

Introduction.

All For HIM Marketing Solutions, Inc., (“we”, “us”, “our”), provides an internet listing of service providers (“you”, “your”) in the Oklahoma City metropolitan area, via OKCServiceCheck.com. Individuals and businesses gain access to the list by paying an annual membership fee to All For HIM Marketing Solutions, Inc. In addition to list access, all members which elect to solicit the services of providers identified on the list receive a 20% discount on labor from the service provider at the time payment is rendered. Said discount is exclusive of taxes and fees assessed by local, state and federal government. Service providers are not obligated to combine the discounted rate with any other promotional offer.

Service providers which have been selected to be placed on the list by All For HIM Marketing Solutions, Inc., shall not be charged or assessed any fee or cost for list placement. All service providers identified on said list shall be obligated to provide the discounted rate (20%) to all OKCServiceCheck.com members and shall solely incur all costs and loss, if any, incurred as a result of said discount.

1. Use of Service.

A. All For HIM Marketing Solutions, Inc., provides OKCServiceCheck.com list service to selected service providers subject to the terms of this agreement between the provider and All For HIM Marketing Solutions, Inc. Every service provider seeking to be identified on the provider list at OKCServiceCheck.com must first agree to and accept the Terms of Service and Use Agreement (“*Agreement*”). Where such express opportunity to consent to the terms of the *Agreement* is not present, the provider’s use of OKCServiceCheck.com (or any part thereof) shall constitute its intent and consent to be bound by said *Agreement* and its obligation to comply with all requirements.

B. All For HIM Marketing Solutions, Inc., provides individuals and businesses with undifferentiated access to a list of service providers in the Oklahoma City metropolitan area via OKCServiceCheck.com. All service providers seeking a listing on OKCServiceCheck.com shall complete an online application. All applicants represent and warrant that all information provided in its online application is true, accurate and complete. Submission of said application shall constitute the provider’s consent to be bound by the terms set forth herein. In addition, the provider’s use of said listing service is subject to the terms set forth herein as well as the policies and guidelines of All For HIM Marketing Solutions, Inc., that may be posted and modified from time to time, all of which are considered part of this *Agreement*.

C. By *your* submission of the online application referenced in paragraph 1(B) *you* are representing that (1) *you* are the duly appointed agent authorized to enter into such agreements on behalf of the service provider identified in said online application, (2) *you* are legally competent to do so, (3) *you* are at least 18 years of age, and (4) the service provider that *you*

purport to represent is compliant with all laws, ordinances, and regulations governing the organization and conduct of its business in the state and municipality in which said provider transacts business. If *you* are not able to make the representations in the preceding sentence *you* are prohibited from listing your business on OKCServiceCheck.com, however, any unauthorized use of OKCServiceCheck.com by the provider shall be subject to this *Agreement* until such unauthorized use has been terminated.

D. All For HIM Marketing Solutions, Inc., strongly recommends that the provider retain a copy of this *Agreement* in either electronic or tangible format for subsequent reference. If *you* would like a printed copy of this *Agreement*, it is *your* responsibility to acquire one.

2. Modification of Terms of Service and Use Agreement.

A. All For HIM Marketing Solutions, Inc., may periodically revise the terms of the *Agreement*. All For HIM Marketing Solutions, Inc., shall not be responsible for providing notice to *you* that the terms of the *Agreement* have been revised unless the revision materially affects *your* duties, obligations and responsibilities under this *Agreement*. *You* are responsible for regularly checking the *Agreement* for revisions. All amended terms which do not materially affect *your* duties, obligations and responsibilities under this *Agreement* become effective upon their posting to OKCServiceCheck.com, and any use of the services provided by All For HIM Marketing Solutions, Inc., after such revisions have been posted signifies *your* consent and agreement to the modified terms.

B. Service providers listed on OKCServiceCheck.com will be notified in writing of the revision of any term which materially affects their duties, obligations and responsibilities under this *Agreement*. Consent to the revision may be made in writing or by the continued use of the listing service after the date on which notice of change of terms was served. For purposes of this section, failure to request removal from the OKCServiceCheck.com by the service provider shall constitute "continued use" and shall be deemed to be an act of consent to the revised *Agreement*.

C. From time to time and without prior notice to *you*, All For HIM Marketing Solutions, Inc., may change, expand and/or improve the OKCServiceCheck.com website and its services. *We* may also, at any time, cease to continue operating part or all of the services or selectively disable certain aspects of the services or portions of OKCServiceCheck.com. Any modification or elimination of the services will be done in *our* sole and absolute discretion and without an ongoing obligation or liability to *you*, and *your* use of the OKCServiceCheck.com does not entitle *you* to the continued provision or availability of services currently available at OKCServiceCheck.com.

3. Services.

Listing.

A. All For HIM Marketing Solutions, Inc., shall post the name and contact information of any service provider on OKCServiceCheck.com that has submitted an application and been approved by *us* for listing. All service providers seeking placement on the OKCServiceCheck.com list shall provide references to All For HIM Marketing Solutions, Inc., upon request. All references are subject to verification by All For HIM Marketing Solutions, Inc. In addition, All For HIM Marketing Solutions, Inc., may make inquiries at any time to individuals, businesses, trade organizations, clubs, governmental entities, consumer groups and organizations, etc., regarding

the service provider's business practices. All inquires are expressly consented to by the applicant service provider.

B. All service providers listed on the OKCServiceCheck.com website shall reduce the amount owed for labor by any member of OKCServiceCheck.com for any service rendered to said member by 20%, exclusive of taxes and fees assessed by local, state and federal governments. Failure by the service provider to honor the 20% discount will constitute a material breach of this *Agreement* and subject the service provider to immediate removal from the OKCServiceCheck.com website.

C. All For HIM Marketing Solutions, Inc., reserves the right to reject or remove any applicant service provider from the provider list for any reason deemed sufficient by *us* for exclusion or removal without notice or subsequent explanation.

D. All For HIM Marketing Solutions, Inc., makes no representations, promises, or warranties regarding the solicitation of business on the OKCServiceCheck.com. All For HIM Marketing Solutions, Inc., is not responsible for any loss incurred by a service provider listed on OKCServiceCheck.com as a consequence of any transaction(s) entered into by said provider with any OKCServiceCheck.com member. All For HIM Marketing Solutions, Inc., does not screen its members nor inquires into their financial standing or credit history. All For HIM Marketing Solutions, Inc., is not a guarantor of payment for services rendered by service providers for OKCServiceCheck.com members.

E. The names and contact information of service providers appearing on the provider list at OKCServiceCheck.com are arranged randomly. All For HIM Marketing Solutions, Inc., is not responsible for any loss incurred, real or imagined, as a result of the order in which the service provider's name appears on OKCServiceCheck.com.

G. All For HIM Marketing Solutions, Inc., reserves the right to solicit and post advertisements on OKCServiceCheck.com. All revenue generated by the solicitation of said advertisements shall belong to All For HIM Marketing Solutions, Inc., and the service providers listed on OKCServiceCheck.com shall have no claim to any portion thereof.

H. All For HIM Marketing Solutions, Inc., reserves the right to publish information pertaining to any service provider listed on OKCServiceCheck.com that pertains to their business practices and which has been publically disseminated elsewhere.

Membership Forum and Discussion Groups.

I. All For HIM Marketing Solutions, Inc., may host an online forum or discussion group at OKCServiceCheck.com. The purpose of the online forum is to provide an opportunity for OKCServiceCheck.com members to interact with other members and share ideas, tips, experiences, opinions, etc. All For HIM Marketing Solutions, Inc., shall not regularly police or monitor the content of the online forum and shall not be required to remove any membership posts unless required to do so in compliance with local, state and federal law. All For HIM Marketing Solutions, Inc., is not responsible for the content of the membership forum. All For HIM Marketing Solutions, Inc., is not liable for any loss incurred by any service provider listed on OKCServiceCheck.com as a consequence of any statement(s) and/or representation(s) made by a OKCServiceCheck.com member on any discussion group or forum hosted by said website.

“Loss” as contemplated in this section, includes intangible losses such as damage to reputation or character.

Limitations.

J. Service providers are prohibited from data mining, scraping, crawling, or using any robot, other automatic device, script, technology or processes that send automated queries to OKCServiceCheck.com, or from using other similar methods and tools to gather or extract data from said website, without *our* prior written consent, which consent may be withheld and withdrawn by *us* at any time, with or without notice, in *our* sole discretion.

K. Service providers may not use any of the services provided at OKCServiceCheck.com to compile data, in a manner that is used or usable by a competitive listing product or service. You may not use any device, software or routine to interfere or attempt to interfere with the proper functioning and display of OKCServiceCheck.com and proper operation and usage of the services provided on said website by any other authorized users and third parties.

Miscellaneous.

L. Nothing in the *Agreement* is intended to or will create any form of partnership, joint venture, agency, or employment relationship between the parties. *You* may not assign the *Agreement*, by operation of law or otherwise, without the prior written consent of All For HIM Marketing Solutions, Inc. This *Agreement* shall inure to the benefit of and be binding upon *you* and All For HIM Marketing Solutions, Inc., and *your* and *our* respective successors and permitted assigns.

4. Intellectual and Proprietary Rights Notice.

A. Any and all intellectual property rights associated with OKCServiceCheck.com, including the design, text, graphics, pictures, video, information, applications, software, music, sound, and other files contained therein or related thereto, and the arrangement thereof, and/or contained in said website, including, without limitation, the All For HIM Marketing Solutions, Inc., company names and logos and all related products and service names, design marks and slogans, any inventive concepts, know-how, publicity rights, trademarks, trade-dress, trade secrets, copyrights and patents (collectively, the “*Intellectual Property*”), are the sole property of All For HIM Marketing Solutions, Inc. The service provider shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any and all harm resulting from *your* use of or access to the services and material provided at OKCServiceCheck.com.

B. Service providers are not granted a license under any copyright, trademark, patent or other intellectual property right in the services, material, products, processes or technology employed at OKCServiceCheck.com. Except as otherwise expressly authorized by this *Agreement*, *you* may not copy, reproduce, modify, reformat, lease, loan, sell, create derivative works from, upload, transmit, or distribute the *Intellectual Property* in any way without the express written consent of All For HIM Marketing Solutions, Inc. Requests for authorization shall be submitted in writing to All For HIM Marketing Solutions, Inc.

5. Dispute Resolution.

A. This *Agreement* shall be governed by the laws of the State of Oklahoma, without giving effect to principles of conflict of laws contained herein. Judicial proceedings for the breach of or enforcement at law or equity of this *Agreement* or any provision hereof shall be brought in a federal or state court of competent jurisdiction in the city of Oklahoma City and the State of Oklahoma. *Your* consent to the terms of this *Agreement* includes *your* consent to the jurisdiction of the aforementioned court and *your* waiver of any right *you* may otherwise have to challenge the jurisdiction of such court on grounds of lack of personal jurisdiction or to seek a change of venue. This *Agreement* constitutes the entire agreement of the parties relative to its subject matter, and shall not be waived, modified, or supplemented in whole or in part except in a writing signed by the parties. If any provision of this *Agreement* is held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

B. The prevailing party to a lawsuit brought in accordance with the terms of Section 5(A) shall be entitled to recover all attorney's fees and costs incurred during the course of litigation, including those fees and costs incurred as a consequence of appeal.

C. Any failure by All For HIM Marketing Solutions, Inc., to enforce any of its rights under this *Agreement* or any applicable laws shall not constitute a waiver of such right. If any provision of this *Agreement* is found by a court of competent jurisdiction to be invalid, All For HIM Marketing Solutions, Inc., the service provider, and the court shall endeavor to give effect to the intent reflected in that provision, and the remaining provisions shall retain their full force and effect.

D. *You* acknowledge and agree that it is the intent of both *you* and All For HIM Marketing Solutions, Inc., to limit the period of time a claim may be filed, even if the period is shorter than that fixed by the statute of limitations. *You* therefore agree that any cause of action arising out of or related to this *Agreement* and/or *your* use of OKCSERVICECHECK.COM must commence within one (1) year after the cause of action accrues, otherwise such cause of action is permanently barred.

6. Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT ALL CONTENT AND SERVICES PROVIDED ON OR THROUGH OKCSERVICECHECK.COM ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. ALL FOR HIM MARKETING SOLUTIONS, INC., EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

NEITHER, ALL FOR HIM MARKETING SOLUTIONS, INC., ITS AFFILIATES AND RELATED ENTITIES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE CONTENT AND SERVICE ARE ACCURATE, RELIABLE OR CORRECT; THAT OKCSERVICECHECK.COM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT THE CONTENT OR SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT

YOUR INFORMATION WILL BE KEPT PRIVATE AND CONFIDENTIAL. *YOUR* USE OF THIS WEBSITE IS SOLELY AT *YOUR* OWN RISK.

FOR THE AVOIDANCE OF DOUBT, ALL FOR HIM MARKETING SOLUTIONS, INC., WILL BEAR NO LIABILITY FOR ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIALS DISPLAYED, PURCHASED OR OBTAINED BY YOU IN CONNECTION WITH THE SERVICE. FURTHERMORE, ALL FOR HIM MARKETING SOLUTIONS, INC., DOES NOT ENDORSE, WARRANT OR GUARANTEE THE PRODUCTS OR SERVICES OF ANY OF ITS PARTNERS.

7. Limitation of Liability.

ALL FOR HIM MARKETING SOLUTIONS, INC., AND ITS DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AFFILIATES, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR INFORMATION, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, IDENTITY THEFT, OR OTHER INTANGIBLE, EVEN IF THE ALL FOR HIM MARKETING SOLUTIONS, INC., PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ALL FOR HIM MARKETING SOLUTIONS, INC., PARTIES' COLLECTIVE MAXIMUM LIABILITY TO YOU UNDER OR RELATED TO THESE TERMS OF USE SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE SERVICES, IF ANY. THE LIMITATIONS OF LIABILITY AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT.

8. Indemnification

A. *You* agree to indemnify and hold All For HIM Marketing Solutions, Inc., its affiliates, officers, directors, employees, partners, representatives, contractors, successors and assigns harmless from any claim or demand, including attorneys' fees, arising out of *your* use of OKCServiceCheck.com or *your* violation of the *Agreement*, or the infringement by *you*, of any intellectual property or other right of any person or entity.