

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

I. Introduction.

A. All For HIM Marketing Solutions, Inc., (“we”, “us”, “our”), provides an internet listing of service providers 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 (“member”, “members”, “you”, “your”) which elect to solicit the services of service 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. *Members* that choose to employ the services of any listed provider(s) do so at their own risk and without any recourse against All For Him Marketing Solutions, Inc. All for Him marketing Solutions, Inc., does not guarantee the quality and workmanship of any work performed by a listed provider for any *member*, nor does it intervene in any disputes that may arise between the *member* and the service provider.

II. Provision of Services.

A. Subject to the *member's* compliance with the Terms of Service and Use Agreement (“*Agreement*”) and *your* payment of the annual membership fee, ALL For HIM Marketing Solutions, Inc., will provide *you* with access to a list of selected service providers in the Oklahoma City Metropolitan area from which *you* may solicit services. As a *member*, *you* shall be entitled to a 20% discount off the labor portion of the bill exclusive of taxes and fees assessed by local, state and federal government. It is *your* responsibility to advise the selected service provider that you are *member* of OKCServiceCheck.com and to ensure that *you* receive the 20% discount described above. In the event the service provider *you* employ does not honor the 20% discount than *you* shall notify All For HIM Marketing Solutions, Inc., immediately. All For Him Marketing Solutions, Inc., will make an inquiry on *your* behalf with the service provider and may remove any provider from the list who does not honor the above-referenced discount. In no event shall All For Him Marketing Solutions, Inc, compensate *you* for any loss stemming from a service provider’s failure to honor said discount or for any damages you incur as a result of your solicitation and employment of any listed service provider.

B. By submitting a member application, *you* confirm that *you* are 18 years of age or older and that *you* have accurately completed any *member* information requested in the application.

III. Limitations.

A. *Members* 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.

B. *Members* 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.

IV. General Disclaimer.

A. *You* acknowledge that All For HIM Marketing Solutions, Inc., is not acting as *your* general contractor, agent, or advisor. Therefore, it is *your* sole responsibility to select service providers and to negotiate the terms/fees for any work performed. *You* should consult with appropriate expert advisers to assist in *your* home improvements, including a lawyer regarding contracts, permits, and other necessary job documentation and an insurance professional regarding the contractor's and *your* own insurance coverage requirements. All For HIM Marketing Solutions, Inc., through its website OKCServiceCheck.com, does not (1) recommend or endorse any specific listed service provider; (2) provide advice on which listed service provider to select; or (3) screen any individual service provider's personal credit or legal standing. All For HIM Marketing Solutions, Inc., relies on data provided by third parties and on statements made by service providers and their references to determine which service providers to include in *our* database. Due to the inherent time delay in the data gathering process, pending actions or other issues affecting a service providers record may have occurred which were not captured by All For HIM Marketing Solutions, Inc. *We* do not guarantee that any service provider has insurance coverage at the time *you* enter into an agreement with the service provider and makes no representation as to the adequacy of any insurance coverage (including amount, breadth, or type). Unless otherwise specifically stated, All For HIM Marketing Solutions, Inc., does not endorse any product or service described in, offered on, or linked to OKCServiceCheck.com.

V. Modification of Terms of Service and Use Agreement.

A. All For HIM Marketing Solutions, Inc., may without notice change, add, or remove certain features of OKCServiceCheck.com, the service provider list, *your* membership, or change the terms of this *Agreement*. If *you* are dissatisfied with any such changes to OKCServiceCheck.com, the listing service, *your* membership, or this *Agreement*, *you* may immediately cancel *your* membership by contacting All For HIM Marketing Solutions, Inc.

VI. Disclaimer of All Warranties .

A. *You* understand that All For HIM Marketing Solutions, Inc., has no control over any aspect of the services offered by listed service providers. All For HIM Marketing Solutions, Inc., makes no warranty that the service offered by listed service providers will meet *your* requirements or that use of OKCServiceCheck.com will be uninterrupted, timely, secure, or error-free. All For HIM Marketing Solutions, Inc., makes no warranty as to the results that may be obtained from use of OKCServiceCheck.com, *your* membership, the listing service, or the accuracy or reliability of any information obtained through OKCServiceCheck.com, or that any defects in the

said website or its service provider list will be corrected. All For HIM Marketing Solutions, Inc., disclaims all warranties of any kind, whether express, implied, or statutory, regarding the *your* membership, the service provider list, or OKCServiceCheck.com. Any material or data obtained through use of OKCServiceCheck.com, *your* membership, service provider list must be used at *your* own discretion and risk. All For HIM Marketing Solutions, Inc., does not guarantee the quality or fitness of any work performed by any service provider listed on OKCServiceCheck.com.

VII. 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. 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 VII(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.

VIII. Limitation of Liability.

A. *OUR LIABILITY HEREUNDER SHALL NOT EXCEED THE LESSER OF THE AMOUNT PAID BY MEMBER TO ALL FOR HIM MARKETING SOLUTIONS, INC., DURING THE THREE (3) MONTH PERIOD BEFORE THE ACTION AROSE OR THE TOTAL COST OF A ONE YEAR MEMBERSHIP. ALL FOR HIM MARKETING SOLUTIONS, INC., SHALL NOT BE LIABLE FOR (A) ANY LOSS OF USE, LOSS OF*

DATA, OR INTERRUPTION OF BUSINESS OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), REGARDLESS OF THE FORM OR ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF *WE* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. *MEMBER* ACKNOWLEDGES THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THIS *AGREEMENT*, AND ABSENT SUCH LIMITATIONS, ALL FOR HIM MARKETING SOLUTIONS, INC., WOULD NOT ENTER INTO THIS *AGREEMENT*. *You* agree to refrain from holding All For HIM Marketing Solutions, Inc., responsible for any damages or other liabilities arising from work performed by any service provider listed on OKCServiceCheck.com. Because All For HIM Marketing Solutions, Inc., is not and cannot be involved in *your* dealings with listed service providers or control whether or not service providers will complete any work as agreed, in the event that *you* have a dispute with one or more service providers, *you* release All For HIM Marketing Solutions, Inc., (and *our* agents and employees) from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

IX. Termination.

A. *You* may cancel *your* membership at any time by contacting All For HIM Marketing Solutions, Inc. In the event *you* cancel *your* membership All For HIM Marketing Solutions, Inc., will not be obligated to refund any part of the cost of *your* annual membership. All For HIM Marketing Solutions, Inc., reserves the right to immediately suspend or terminate *your* membership privileges, including access to any service provided for *members* at OKCServiceCheck.com.

X. Assignment; Successors.

A. *Member* may not assign or transfer this *Agreement* or any of its rights or obligations hereunder, without the prior written consent of All For HIM Marketing Solutions, Inc. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. All For HIM Marketing Solutions, Inc., may assign its rights and obligations under this *Agreement*, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without consent of the *Member*. This *Agreement* shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

XI. Miscellaneous.

A. This Agreement does not create any agency, employment, partnership, joint venture, franchise, or other similar or special relationship between *you* and All For HIM Marketing Solutions, Inc. Neither party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other party or its affiliates, whether express or implied, or to bind the other party or its affiliates in any respect whatsoever.