

StagingConsultations.com Terms of Use and Membership Agreement

YOUR AGREEMENT TO STAGINGCONSULTATIONS.COM TERMS OF USE AND MEMBERSHIP AGREEMENT BEGINS AS SOON AS YOU ACCESS THIS WEBSITE OR CREATE YOUR SUBSCRIPTION, WHICHEVER COMES FIRST. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT PURCHASE, USE OR ACCESS THE SERVICE.

Acceptance of Terms

This Terms of Use and Membership Agreement is a legally binding contract between StagingConsultations.com, a Minnesota limited liability company, and you, the user, together with any company or other business entity you are representing ("Member"). StagingConsultations.com makes this website (the "Site"), including all information, documents, communications, files, text, graphics, software, and products available through the Site (collectively, the "Materials") and all services operated by StagingConsultations.com and third parties through the Site (collectively, the "Service" or "Services"), available for Member use, subject to the terms and conditions set forth in this document and any changes to this document that StagingConsultations.com may publish from time to time (collectively, the "Terms of Use").

The Services are offered to Member conditioned upon Member's acceptance without modification of this Agreement. Member acknowledges that, from time to time, it may be necessary for StagingConsultations.com to update or revise certain provisions of the Agreement. By signing up for any StagingConsultations.com Service and accepting this Agreement, Member agrees that StagingConsultations.com may change the terms of the Agreement in its sole discretion without specific notice to Member. If Member does not agree to the changes proposed by StagingConsultations.com, or to any terms in this Agreement, Member's sole and exclusive remedy is to cancel Member's StagingConsultations.com subscription. Notwithstanding the foregoing, StagingConsultations.com reserves the right to cancel, suspend or refuse access to the Service to anyone in its sole discretion. Unless explicitly stated otherwise, any new features or products that change, augment or enhance the current Service shall be subject to this Agreement.

Use of Services

When using Services on this Site that are offered by StagingConsultations.com, the Member shall be subject to any posted guidelines, rules, or licenses applicable to such Services and to the Terms of Use and Membership Agreement. Such guidelines, rules, or licenses may contain terms and conditions in addition to those in the Terms of Use and Membership Agreement.

In addition to the Materials and Services offered by StagingConsultations.com, this Site also may make available materials, information, and services provided by third parties (collectively, the "Third-Party Services"). The Third-Party Services are governed by separate license agreements that accompany such services. StagingConsultations.com offers no guarantees and assumes no responsibility or liability of any type with respect to the Third-Party Services, including any liability resulting from incompatibility between the Third-Party Services and the Materials and Services offered by StagingConsultations.com. You agree that you will not hold StagingConsultations.com responsible or liable with respect to the Third-Party Services or seek to do so.

Subscription Charges and Billing

StagingConsultations.com reserves the right to charge fees for the Service or any portion thereof and any applicable fees will be posted on the StagingConsultations.com Web Site. Member hereby authorizes StagingConsultations.com to charge Member's valid and current credit or debit card in advance for all applicable fees incurred by Member in connection with Member's chosen Subscription. Member's Subscription will automatically renew at the end of each subscription period, unless Subscription is terminated in advance of the end of the then-current term. If Member registered for the Service using a StagingConsultations.com promotional code or discount, after the initial promotional period expires, Member's subscription will automatically be renewed and billing will continue at the then-current prices for the Service. Member further acknowledges that it is Member's responsibility to notify StagingConsultations.com of any changes to Member's credit card and to update Member's credit card number if Member's credit card has expired, otherwise, Member's access to the Service may be disconnected or interrupted. All fees shall be paid in U.S. dollars.

StagingConsultations.com reserves the right to change any fees (which includes but is not limited to, increasing prices and charging a fee for upgrades and/or a Service for which StagingConsultations.com does not currently charge a fee) at any time, provided, however, that StagingConsultations.com will provide Member with reasonable notice prior to making any fee changes. In addition, StagingConsultations.com will also give Member reasonable notice before any modification to the Service that could adversely impact Member's use of the Site. If Member finds any change to the Service to be unacceptable, Member is free to cancel Member's Subscription at any time, but StagingConsultations.com will not refund any remaining portion of Member's pre-paid fees when Member cancels Member's Subscription.

Member agrees to pay Member's Subscription Account balance on time. Member also agrees to pay any taxes, including sales or use taxes, resulting from Member's use of the Service. Member is responsible and liable for any fees, including attorney and collection fees,

that StagingConsultations.com may incur in its efforts to collect any remaining balances due from Member. This Section shall in no way limit any other remedies available to StagingConsultations.com. Member also acknowledges and agrees that Member will be billed for and will pay any outstanding balances if Member cancels Member's Subscription or Member's Subscription is terminated due to Member's breach of this Agreement. Member must notify StagingConsultations.com of any billing problems or discrepancies within sixty (60) days after they first appear on Member's credit card account statement. If Member does not notify StagingConsultations.com within sixty (60) days, Member waives any right to dispute such problems or discrepancies.

If Member has registered for a trial of a Service ("Free Trial Period"), Member will have the entire Trial Period within which to purchase the Service Member is using in order to retain any Member Content (as defined below) that Member added during the Free Trial Period. If Member does not purchase the Service by the end of the Free Trial Period, all of your Member Content will be deleted. StagingConsultations.com shall not be responsible for any damages to Member in the event Member decides not to purchase the service and StagingConsultations.com deletes your Member Content at the expiration of the Trial Period. Trial period may have limited services, such as an inability to print or email reports and bids until a subscription is purchased.

Termination

Either Member or StagingConsultations.com may terminate or cancel Member's Account (or any part of the Service) at any time. Upon termination or cancellation there shall be no refund of any pre-paid fees. Member may cancel Member Subscription on the Site or by emailing StagingConsultations.com at support@stagingconsultations.com with the following information: Member's username and password and Member's reason for canceling the Service .

StagingConsultations.com may terminate Member's Subscription if StagingConsultations.com determines, in StagingConsultations.com's sole discretion, to discontinue offering the Service. Additionally, StagingConsultations.com, in its sole discretion, may terminate Member's Subscription or Member's use of the Subscription for any reason with or without cause, including, without limitation, (i) if Member breaches this Agreement, (ii) if StagingConsultations.com is unable to verify or authenticate any information that Member provides to StagingConsultations.com, or (iii) if StagingConsultations.com believes that Member has violated or acted inconsistently with the spirit of this Agreement. If StagingConsultations.com terminates Member's Subscription pursuant to (i), (ii) or (iii) above, Member will forfeit all credits, pre-paid fees, and any other amounts accruing to Member, if any, and StagingConsultations.com shall not be required to refund, redeem, or pay amounts to Member upon such termination.

Upon termination of Member's Subscription for any reason, StagingConsultations.com reserves the right to (a) collect all charges, fees, commitments and obligations incurred or accrued by Member; (b) delete any Member Content, or other information in connection with Member's Subscription; (c) prohibit Member's access to Member's Account, including without limitation by deactivating Member's password; and (d) refuse Member future access to the Service. In no event shall StagingConsultations.com be required to refund, redeem, or pay amounts to Member upon termination of Service or return any Member Content.

Support Services

Members in good standing as well as visitors may submit an unlimited amount of support related questions through StagingConsultations.com's online customer support, available via the "Contact Us" link on the StagingConsultations.com website. Response will be provided within 24 hours.

Member Registration/Privacy Policy

In order for Member to participate in the Service, StagingConsultations.com will require Member to provide specific information about Member. If Member chooses to become a customer, Member agrees to provide true, accurate and complete information and to refrain from impersonating or falsely representing Member's affiliation with any person or entity. Member shall maintain a valid email address at all times. Member shall be responsible for maintaining the confidentiality of Member's username and password. Member must not share Member's subscription with another person, even if they are from the same company and shall indemnify StagingConsultations.com for all damages resulting from unauthorized sharing of the Member's username and password, whether or not actually or expressly authorized by you.

Any information supplied by Member upon registering for the Service and any other information about is subject to StagingConsultations.com's Privacy Policy. For more information, Members may review the StagingConsultations.com Privacy Policy which is hereby incorporated into this Agreement.

Member Account Limitations

Member hereby acknowledges that StagingConsultations.com may, from time to time, establish general practices and limits concerning the use of the Service, including but not limited to:

- (a) the maximum number of days that content created by the Member will be retained by StagingConsultations.com;
- (b) maximum limits on bandwidth usage that will be allotted to Member;
- (c) maximum limits on storage space;
- (d) maximum number of photographs or other data; and

(e) maximum time limitations for the retention of Member Content following a Free Trial Period or account cancellation.

Any of the foregoing use limits will be consistent with the Service (including any upgrades) for which Member has registered. Member agrees that StagingConsultations.com has no responsibility or liability for the deletion or failure to retain any content maintained or transmitted by the Service. Member further acknowledges and agrees that StagingConsultations.com reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Member Conduct

Member's right to use the Services is personal to Member. Member, and not StagingConsultations.com, is entirely responsible for all information, data, text, photographs, messages or other materials ("Member Content") posted by Member via the Service. Member, and not StagingConsultations.com, is also responsible for compliance with all laws, regulations and ordinances connected with all aspects of Member's use of the Service. Member shall not use the Service for any illegal purpose in violation of any local, state, federal or international law.

StagingConsultations.com does not control and is not required to monitor the Member Content posted via the Service and as such, does not guarantee the accuracy, integrity or quality of such content. StagingConsultations.com reserves the right, but is not obligated to review the Member Content posted via the Service and to refuse or remove any materials in its sole discretion, without notice, at any time. StagingConsultations.com also reserves the right to disclose any Member or non-Member information or materials as may be necessary to satisfy any applicable law, regulations, legal process or governmental request, or to edit, refuse to post or remove any information or materials, in whole or in part from the Member Content in StagingConsultations.com's sole discretion. With respect to the content of Member Web Site Member agrees not to:

- (a) post, upload or otherwise transmit any content which is misleading to others or impersonate any person or entity or falsely state or otherwise misrepresent Member's affiliation with a person or entity to others including, but not limited to consumers;
- (b) post, upload or otherwise transmit any content that is threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially, religiously and/or ethnically objectionable;
- (c) post, upload or otherwise transmit any content that Member does not have a right to post and transmit under any law or under contractual or fiduciary relationships (such as information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (d) post, upload or otherwise transmit any content, such that such posting, uploading or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any person or entity;
- (e) post, upload or otherwise transmit any materials that contain 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 and/or attempt to access the accounts or others, or attempt to penetrate security measures of StagingConsultations.com, its vendors or suppliers or other persons' or entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data;
- (f) post, upload or otherwise transmit any materials that impose an unreasonable or disproportionately large load on StagingConsultations.com's infrastructure that exceed the limits provided by the Service for which Member registered;
- (g) post, upload or transmit any unsolicited or unauthorized advertising, promotional materials, "spam", "chain letters," pyramid schemes," or any other form of solicitation;
- (h) interfere with or disrupt the Service, servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (i) intentionally or unintentionally violate any applicable local, state, federal or international law, including, but not limited to, regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- (j) forge any headers or other manipulation of identifiers in order to disguise the origin of any content transmitted through the Service;
- (k) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals;
- (l) sell, distribute, disseminate or link to any sites for marketing, sales, distribution of firearms, explosives, ammunition, liquor, tobacco products and any other products or services that Member cannot legally sell or which are misrepresented;
- (m) post or disclose any personal or private information or images about children to any third party without their consent (or a parent's consent in the case of a minor); and
- (n) post, upload or otherwise transmit any materials or information intended to or having the effect of, violating any local, state, federal or international anti-terrorist laws or regulations.

Copyright and Trademark Notice

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As a subscriber to the Site, Members will have the ability to upload Content to the Site. The Member acknowledges that STAGINGCONSULTATIONS.COM prohibits any Content or any other material that infringes on any patent, trademark, copyright, trade secret, right to privacy, right to publicity, or any other applicable law or proprietary right to be uploaded to the Site. By uploading Content, you are warranting that you own all proprietary rights, including copyright, in and to the Content. If the Content contains images of people or persons, you represent and warrant that you have obtained a valid and binding releases/permissions from all required parties. You agree that neither STAGINGCONSULTATIONS.COM nor any of its directors, officers, employees, partners, affiliates or agents shall be liable for any damages, whether direct, indirect, consequential or incidental, arising out of the use of, or the inability to use any Content.

Warranties, Disclaimers and Refunds

Except as expressly provided otherwise in a written agreement between you and StagingConsultations.com or you and a third party with respect to such party's materials or services, this site, and all materials and services accessible through this site, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, StagingConsultations.com makes no warranty that (i) the services and materials will meet your requirements; (ii) the services and materials will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the services or materials will be effective, accurate, or reliable; (iv) the quality of any products, services, or materials purchased or accessible by you through the site will meet your expectations; and (v) any errors in the software obtained from or used through the site, or any defects in the site, its services, or materials, will be corrected.

This site could include technical or other mistakes, inaccuracies, or typographical errors. StagingConsultations.com may make changes to the materials and services at this site, including the prices and descriptions of any products listed herein, at any time without notice. The materials or services at this site may be out of date, and StagingConsultations.com makes no commitment to update such materials or services.

You understand and acknowledge that (i) StagingConsultations.com does not control, endorse, or accept responsibility for any content, products, or services offered by Members and/or third parties through the site, including, without limitation, third-party vendors and third parties accessible through links on the site; (ii) StagingConsultations.com makes no representation or warranties whatsoever about any such third parties, their content, products, or services; (iii) any dealings you may have with such third parties are at your own risk; and (iv) StagingConsultations.com shall not be liable or responsible for any content, products, or services offered by third parties.

Limitation of Liability

In no event, including, without limitation, negligence, shall StagingConsultations.com, its subsidiaries, affiliates, agents, officers, directors, members, employees, partners, or suppliers be liable to you or any third party for:

- (a) any special, punitive, incidental, indirect, or consequential damages of any kind, or
- (b) any damages whatsoever, including, without limitation, those resulting from:

1. loss of use, data, or profits, whether or not StagingConsultations.com has been advised of the possibility of such damages; and
2. on any theory of liability, arising out of or in connection with the use of or the inability to use this site, its services, or

materials,

3. the statements or actions of any third party on or through the site,
4. any dealings with vendors or other third parties,
5. any unauthorized access to or alteration of your transmissions or data,
6. any information that is sent or received or not sent or received,
7. any failure to store or loss of data, files, or other content,
8. any services available through the site that are delayed or interrupted; or
9. any web site referenced or linked to from this site.
10. any advice given by Member to their client through the StagingConsultations.com site

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages. Accordingly, the limitations and exclusions set forth above may not apply to you. In no event shall StagingConsultations.com's aggregate liability to member and/or any third party arising from or relating to this agreement exceed the amount member actually pays to StagingConsultations.com under this agreement during the twelve (12) months preceding the date the claim arose or \$480.00, whichever is less.

The use of the services or the downloading or other use of any materials through the site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. StagingConsultations.com assumes no liability for any computer virus or other similar software code that is downloaded to your computer from the site or in connection with any services or materials offered through the site. No advice or information, whether oral or written, obtained by you from StagingConsultations.com or through or from the site shall create any warranty not expressly stated in the terms of use.

In those states or jurisdictions barring the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ninety (90) days.

Force Majeure

StagingConsultations.com shall not be liable for the failure to perform any of its obligations under this Agreement if such failure is caused by the occurrence of any event beyond the reasonable control of such party, including without limitation, fire, flood, strikes, industrial disturbances, accidents, transmission difficulties, internet outages, hosting outages, riots, insurrections, orders of governmental agencies or acts of God.

Advertising

StagingConsultations.com does not receive any monetary compensation for recommending products or services from third parties within its services.

International Users

This Site can be accessed from countries around the world and may contain references to StagingConsultations.com products, services, and programs that are not available in your country. These references do not imply that StagingConsultations.com intends to announce such products, services, or programs in your country.

The Site is controlled, operated, and administered by StagingConsultations.com from its offices within the United States of America. StagingConsultations.com makes no representation that the Site, or the Services or Materials available through it, are appropriate or available for use at other locations outside the United States, and access to the Site from territories where the Site or any of its Services or Materials are illegal is prohibited. If you access the Site from a location outside the United States, you are responsible for compliance with all applicable laws.

Governing Law and Jurisdiction

This Site (excluding linked sites) is controlled by StagingConsultations.com from its offices within the state of Minnesota, United States of America. By accessing this Site, you and StagingConsultations.com agree that all matters relating to your access to, or use of, this Site shall be governed by the statutes and laws of the State of Minnesota, without regard to the conflicts of laws principles thereof.

Arbitration

Member agrees that any dispute or claim arising out of or related to the Service or this Agreement, or the interpretation, making, performance, breach or termination thereof, shall be finally settled by binding arbitration in Washington County, Minnesota under the American Arbitration Association Rules by one arbitrator appointed in accordance with said Rules. The proceedings shall be conducted and all evidence shall be offered in the English language. Member agrees that any claim against StagingConsultations.com must be filed within one (1) year of the time such claim arose, regardless of any law statute of limitations or statute of repose to the contrary, otherwise such claim will be barred forever.

Notwithstanding the above, StagingConsultations.com may apply to any court of competent jurisdiction (i) for a temporary restraining order, preliminary injunction or other interim or conservatory relief as necessary; or (ii) to collect fees due and owing from Member pursuant to this Agreement, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator.

A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

General

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. StagingConsultations.com's failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. Member shall not assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without prior written approval of StagingConsultations.com, and any such attempted assignment shall be void. StagingConsultations.com shall have the right to freely assign this Agreement, and its rights and obligations hereunder, to any third party without requiring the consent or notice of Member. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and permitted assigns. This Agreement sets forth the entire understanding and agreement between StagingConsultations.com and Member with respect to the subject matter hereof. The section and subsection titles in the Agreement are for convenience only and have no legal or contractual effect. No party is an agent or representative of any other party. No party shall have any right or authority to create any obligation or make any representation or warranty in the name or on behalf of any other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party. The parties acknowledge and agree that this Agreement may be entered into electronically, and without the necessity of written signatures.

Anti-Spam Policy

StagingConsultations.com, LLC. strictly prohibits the sending of unsolicited, commercial sales bulk email (spam). Spam is defined for this purpose as sending ten or more commercial, sales messages similar in content to any persons, entities, newsgroups, forums, email lists, or other groups or lists unless prior authorization has been obtained from the email recipient or unless a business or personal relationship has already been established with the email recipient. StagingConsultations.com, LLC. also prohibits using false headers in emails or falsifying, forging or altering the origin of any email in connection with StagingConsultations.com, LLC., and/or its products and services. StagingConsultations.com, LLC. prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise.

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