

# TERMS AND CONDITIONS

PLEASE READ THE TERMS AND CONDITIONS OF USE, AND PURCHASES CAREFULLY BEFORE PURCHASING AND/OR USING IASSISTVIRTUALLY.COM. THIS IS A CONTRACT, BY USING THIS SITE YOU ACCEPT ALL TERMS AND CONDITIONS OF THIS AGREEMENT. If you disagree with any of the terms that follow or do not agree to be bound by all such terms, do not use this website.

The following agreement (the "Agreement") contains the terms and conditions that govern your use of the Website(s) and our Service(s) (as defined below). This Agreement describes your rights and responsibilities, as well as what you can expect from the Website(s) and our Service(s).

If you do not agree with any of these terms, do not access or otherwise use our Website and/or Services, or any information or materials contained on the Website.

iAssistVirtually.com, ("iAssist Virtually " and "We") owns and operates the Website and reserves the right to add, delete, and/or modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion, by posting a change notice, new agreement, or prices changes on the Website. In the event of changes to this Agreement, the new terms will be posted to the Website, you will be required to affirmatively agree to its terms, and you may, but not necessarily also be notified by email. If any modification is unacceptable to you, your only recourse is not to use the Website and our Services, Products, or Offerings, and to request an immediate termination of your participation. Your express consent or continued use of the Website or our Services following posting of a change notice or new Agreement on the Website will constitute binding acceptance of the changes.

## 1. OUR SERVICES

1.1. We provide many Internet-based services and products, digital packages, etc., through the Website, email, and social media (all such services, collectively, the "our Services or products"), including without limitation digital marketing, training, access to your information, and materials for you to develop and promote your business. We reserve the right to add, change, and/or delete content and/or services/products from the Website and/or our Services from time to time.

1.2. To be eligible for a refund of services only, you must notify us ([sherri@iassistvirtually.com](mailto:sherri@iassistvirtually.com)), with your request and reason for cancelling. Account cancels require a minimum of 2 weeks lead time. NO REFUNDS WILL BE GIVEN for services rendered already, and NO REFUNDS WILL BE GIVEN for products or services paid for in advance.

1.3. You agree to pay, and authorize automatic recurring billing or invoicing of, any applicable fees with your credit card, or other payment methods, until subsequently cancelled according to the 2 week lead time. You understand and agree that each automatic recurring billing of any fees are not refundable and will not be prorated under any circumstances.

1.4. We reserve the right to change the respective fees from time to time.

1.5. When sites are suspended, IPs are blacklisted, due to use of bad plugins, updates not being performed, spamming, etc., we are not liable and no monetary compensation will be made.

## 2. USE OF THE WEBSITE AND OUR SERVICES & PRODUCTS.

2.1. We will only knowingly provide our Services to parties that can lawfully enter into and form contracts under applicable law. The Website and our Services are not for children under the age of 18 and any such use is prohibited. You must sign a contract if ongoing services are agreed to.

2.2. You must comply with all of the terms and conditions of this Agreement, the applicable agreements and policies referred to below, and all applicable laws, regulations, and rules when you use the Website and our Services.

2.3. Your License to Use the Website and our Services.

2.3.1. We own or license all intellectual property and other rights, title, and interest in and to the Website, our Services and/or Products, and the materials accessible on and/or through the Website and our Services, except as expressly provided for in this Agreement. For example, and without limitation, We own trademarks, copyrights, and certain technology used in providing our Services. You will not acquire any right, title or interest therein under this Agreement or otherwise unless expressly provided for herein.

2.3.2. We grant you a limited revocable license to access and use the Website and our Services and Products for its intended purposes, subject to your compliance with this Agreement. This license does not include the right to collect or use information contained on the Website for purposes that We prohibit or to compete with our company. If you use the Website or our Services in a manner that exceeds the scope of this license or breaches any relevant agreement, your license shall terminate immediately.

2.4. Third-Party Services. We may provide links on the Website to other websites that are not affiliated with, under the control of, or otherwise maintained by us, and may use third parties to provide certain services accessible through the Website. We do not control those third parties or their services, and you agree that We will not be liable to you in any way for your use of such services. These third parties may have their own terms of use and other policies. You must comply with such terms and policies as well as this Agreement when you use these services. If any such terms or policies conflict with our Agreement, agreements or policies, you must comply with our Agreement, agreements, or policies, as applicable. We do not endorse or make any representations or warranties about third party sites or any information, software, or other products or services found there. However, we may provide a compensation for linking to our recommended affiliate products and services.

### 3. CONFIDENTIALITY

3.1. For the purpose of this Agreement, "Confidential Information" shall be deemed to include all information and materials that: (a) if in written format is marked as confidential, or (b) if disclosed verbally is noted as confidential at time of disclosure, or (c) in the absence of either (a) or (b) is information which a reasonable party would deem to be non-public information and confidential.

3.2. Confidential Information shall include without limitation: this Agreement; all information provided on and/or through the Website and/or our Services; trade secrets, inventions, research methods, methods of compiling information, methods of creating our database, procedures, devices, machines, equipment, data processing programs, software, computer models, research projects, and other means used by us in the conduct of our business; product formulations, strategies and plans for future business, new business, product or other development, new and innovative product ideas, potential acquisitions or divestitures, and new marketing ideas; information with respect to costs, commissions, fees, profits, sales, markets, sales methods and financial information; mailing

lists, the identity of our customers, potential customers, distributors, and suppliers and their names and addresses, the names of customer representatives responsible for entering into contracts for our products or services, the amounts paid by customers to us, specific customer needs and requirements, and leads and referrals to prospective customers; and the structure, sequence, and organization of our database, together with source code and object code; and the identity of our employees, their respective salaries, bonuses, benefits, qualifications and abilities.

3.3. You acknowledge and agree that the nature of our confidential, proprietary, and trade secret information to which you have, and will continue to have access to, derives value from the fact that it is not generally known and used by others in the highly competitive, international industry in which We compete. You further acknowledge and agree that, even in complete good faith, it would be impossible for you to work in a similar capacity for a competitor of ours without drawing upon and utilizing information gained pursuant to this Agreement.

3.4. You acknowledge that you are receiving such Confidential Information in confidence and will not publish, copy, or disclose any Confidential Information without prior written consent from the Company. You further agree that you shall not attempt to reverse engineer, decompile or try to ascertain the source code to our software or any other software supplied hereunder. You acknowledge that you will only use the Confidential Information to the extent necessary to promote your business, and that you will use best efforts to prevent unauthorized disclosure of the Confidential Information to any third party.

3.5. The obligation of confidentiality shall not apply to any particular portion of Confidential Information which: (a) was in the public domain when we granted access to you; (b) entered the public domain through no fault of you subsequent to receipt; (c) was in your possession free of any obligation of confidence at the time of the disclosure by us; (d) was rightfully communicated by a third party to you free of any obligation of confidence subsequent to the time of the originating party's communication thereof to you; (e) was developed by you independently of and without knowledge or reference to any Confidential Information; (f) is approved for release by written authorization from us; or (g) is required to be disclosed pursuant to any statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, but in any case, you will immediately notify us before disclosure and given a reasonable opportunity to obtain a protective order or other form of protection.

3.6. You agree not to alone or in association with others use Confidential and/or trade secret information to (a) solicit, or facilitate any organization with which you are associated in soliciting, any employee or customer of ours to alter its relationship with us; (b) solicit for employment, hire, or engage as an independent contractor, or facilitate any organization with which We are associated in soliciting for employment, hire, or engagement as an independent contractor, any person who was employed by us at any time during the term of this Agreement (provided, that this clause (b) shall not apply to any individual whose employment with us was terminated for a period of one year or longer); or (c) solicit business from or perform services for any customer, supplier, licensee, or business relation of ours, induce or attempt to induce, any such entity to cease doing business with us; or in any way interfere with the relationship between any such entity and us.

3.7. You agree that you will not make any derogatory statements, either oral or written, or otherwise disparage us, our products, employees, services, work and/or employment, and will take all reasonable steps to prevent others from making derogatory or disparaging statements. You agree that it would be impossible, impractical, or extremely difficult to fix the actual damages suffered by reason of a breach of this paragraph, and accordingly hereby agree that five thousand dollars

(\$5,000) shall be presumed to be the amount of damages sustained by reason of each such breach, without prejudice to our right to also seek injunctive or other equitable relief.

3.8. Other than as expressly provided for herein, in no event shall you be deemed by virtue hereof to have acquired any right or interest by license or otherwise, in or to the Confidential Information.

3.9. You and We agree that all originals and any copies of the Confidential Information remain the property of iAssist Virtually LLC . You shall reproduce all copyright and other proprietary notices, if any, in the same form that they appear on all the materials provided by us, on all copies of the Confidential Information made by you. You agree to return all originals and copies of all Confidential Information in your possession and/or control to us at our request.

## 4. GENERAL RULES

4.1. Prohibited Use. You may only use the Website and/or our Services to promote your business, as expressly permitted by us. You may not cause harm to the Website or our Services. Specifically, but not by way of limitation, you may not: (i) interfere with the Website and/or our Services by using viruses or any other programs or technology designed to disrupt or damage any software or hardware; (ii) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Website or our Services; (iii) use a robot, spider or other device or process to monitor the activity on or copy pages from the Website and/or our Services, except in the operation or use of an internet “search engine”, hit counters or similar technology; (iv) collect electronic mail addresses or other information from third parties by using the Website and/or our Services; (v) impersonate another person or entity; (vi) engage in any activity that interferes with another user’s ability to use or enjoy the Website and/or our Services; (vii) assist or encourage any third party in engaging in any activity prohibited by this Agreement; (viii) co-brand the Website or our Services; (ix) frame the Website and/or our Services; or (x) hyperlink to the Website and/or our Services, without the express prior written permission of an authorized representative of iAssist Virtually LLC.

4.2. Privacy Policy. By entering into this Agreement, you agree to our collection, use and disclosure of your personal information in accordance with the Privacy Policy.

4.3. Ordering Policies. If you purchase any of our products and/or services, you agree that your use of the product or service is limited by this Agreement as well.

4.4. Password Restricted Areas of the Website. Some areas of the Website may be password restricted to registered users (“Password-Protected Areas”). If you have registered as an authorized user to gain access to these Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, including any fees that may be incurred under your password-protected account, whether or not you are the individual who undertakes such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or the Website that is known to you.

## 5. RESERVATION OF RIGHTS

5.1. Monitoring. We reserve the right, but do not assume the obligation, to monitor transactions and communications that occur through the Website and/or Service. If We determine, in our sole and absolute discretion, that you or another Website user has or will breach a term or condition of this Agreement or that such transaction or communication is inappropriate, we may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.

5.2. Modification of the Service. We may modify the Website and/or our Services at any time with or without notice to you, and will incur no liability for doing so.

## 6. ETIQUETTE

6.1. We ask that you respect the Website online community. Your conduct when using the Website and our Services/Products should be guided by common sense and basic etiquette. To further these common goals, you agree not to:

6.1.1. Disparage the products or services of any company or individual. Not online in reviews, not in other groups, not in any way.

6.1.2. Impersonate or represent us, our staff, or other industry professionals.

6.1.3. Link to or post content not allowed on the Website.

6.1.4. Solicit a user's password or other account information.

6.1.5. Harvest user information for any purpose.

6.1.6. Use racially or ethnically offensive language; discuss or incite illegal activity; use explicit/obscene language; or solicit/post sexually explicit images.

6.1.7. Harass, threaten, or embarrass anyone.

6.1.8. Post anything that you do not have the legal right to post; and

6.1.9. Violate any law, or make any untrue or misleading statement;

## 7. SUBMISSIONS

7.1. Your Submissions. When you submit questions, comments, suggestions, ideas, message board postings, material submitted via web forms, contest entries, communications or any other information ("Submissions") including social media, google, or any other online entity, you grant us an unrestricted license to use such Submissions for any purpose, including without limitation marketing and other promotional purposes and the right to sublicense. You agree that We will have no obligation to keep any Submissions confidential. You agree that this public information will be used if we deem fit for our purposes. You will not bring a claim against us based on "moral rights" or the likes arising from our use of a Submission.

7.2. Submissions by Others. We do not control the content posted by third parties and, as such, do not guarantee the accuracy, integrity, or quality of such content. You understand that by using the Website and/or our Services, you may be exposed to content that is offensive, indecent, or objectionable. Under no circumstances will We be liable in any way for any content, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Website and/or our Services by third parties.

## 8. REPRESENTATIONS AND WARRANTIES

8.1. Mutual Representations and Warranties. Each party represents to the other that: (i) the party has the full power and authority to enter into and perform under this Agreement, (ii) execution and performance of this Agreement does not constitute a breach of, or conflict with, any other agreement or arrangement by which the party is bound, and (iii) the terms of this Agreement are a legal, valid, and binding obligation of the party entering into this Agreement, enforceable in accordance with these terms and conditions.

8.2. By You. You represent and warrant to us that, in your use of the Website and/or our Services/Products, you: (i) will not infringe the copyright, trademark, patent, trade secret, right of privacy, right of publicity or other legal right of any third party; (ii) will comply with all applicable laws, rules, and regulations; (iii) will not disrupt or damage any software or hardware; and (iv) you will provide correct, current, and complete billing and contact information.

## 9. DISCLAIMERS AND EXCLUSIONS

9.1. DISCLAIMER OF WARRANTIES. WE PROVIDE THE WEBSITE, OUR SERVICES, AND ALL CONTENT ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE, OUR SERVICES, OR WEBSITE CONTENT, OR USE THEREOF: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. WE MAKE NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT.

9.2. EXCLUSION OF DAMAGES. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE WEBSITE AND/OR OUR SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3. LIMITATION OF LIABILITY. IN NO EVENT WILL OUR LIABILITY IN CONNECTION WITH YOUR USE OF THE WEBSITE AND/OR OUR SERVICES EXCEED THE LESSER OF (i) THE AMOUNT PAID TO US BY YOU DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY, OR (ii) ONE HUNDRED DOLLARS (\$100).

9.4. THE INCOME DISCLAIMER POSTED ON OUR WEBSITE IS INCORPORATED HEREIN BY REFERENCE AND YOU HEREBY REPRESENT THAT YOU HAVE READ AND UNDERSTAND IT.

## 10. INDEMNIFICATION

10.1. You must indemnify and hold us and our employees, representatives, agents, affiliates, directors, officers, managers and shareholders (the “Parties” harmless from any damage, loss, or expense (including without limitation, attorneys’ fees and costs) incurred in connection with any third-party claim, demand or action (“Claim”) brought against any of the Parties alleging that you

have breached any of provision in this Agreement through any act or omission. If you have to indemnify us under this section, we will have the right to control the defense, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without our express written permission.

## 11. TERMINATION

11.1. Termination. You agree that, under certain circumstances and without prior notice, We may suspend or terminate your use of the Website and/or our Services, including without limitation, if We believe, in our sole and absolute discretion, that you have breached a term of this Agreement. You acknowledge and agree that all suspensions and terminations shall be made in our sole discretion and that We shall not be liable to you or any other party for said suspension and/or termination.

11.2. Survival. Upon termination, your license to use the Website, our Services, and everything accessible by and/or through the Website and/or our Services shall terminate and the remainder of this Agreement shall survive indefinitely unless and until we chooses to terminate them.

11.3. Effect of Termination. Upon termination of any part of this Agreement for any reason, we may delete or assume ownership of any Content or other things including without limitation URLs, domain names, and email lists relating to your use of our Website and/or our Services that is on our servers or otherwise in our possession or control, and We will have no liability to you or any third party for doing so.

## 12. NOTICES

12.1. All notices required or permitted to be given under this Agreement will be in writing and delivered to the other party by any of the following methods: (i) U.S. mail, (ii) overnight courier, or (iii) electronic mail. If you give notice to us, you must use the following address: iAssist Virtually LLC - 250 Ashbaugh Rd. - Jeannette, PA 15644, USA. If iAssist Virtually LLC provides notice to you, We will use the contact information provided by you to us. All notices will be deemed received as follows: (i) if by delivery by U.S. mail, seven (7) business days after dispatch, (ii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iii) if by electronic mail, 48 hours after the message was sent, if no "system error" or other notice of non-delivery is generated. If applicable law requires that a given communication be "in writing," you agree that email communication will satisfy this requirement.

## 13. NOTIFICATION OF CLAIMS OF INFRINGEMENT

13.1. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and at our discretion, terminate service to users who infringe the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact our designated agent to receive notice of claimed infringement: iAssist Virtually LLC, attn: Copyright Agent, 250 Ashbaugh Rd. Jeannette, PA 15644. Provide the following information required by the Digital Millennium Copyright Act, 17 U.S.C. § 512: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed,

including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; (iii) identification of the URL or other specific location on the Website where the material that you claim is infringing is located; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our agent for notice of claims of copyright infringement on this site can be reached at [sherri@iassistvirtually.com](mailto:sherri@iassistvirtually.com).

## 14. THIRD PARTY REFERRAL FEES

14.1. We may receive an affiliate commission when you purchase some of the products and/or services that we recommend on our Website and/or Services/Products. By entering into this Agreement, You acknowledge that you have been informed of such payments, consent to payments of affiliate commission to iAssist Virtually LLC, and that such payments are fair and reasonable.

## 15. MISCELLANEOUS

15.1. These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of The United States of America.

### A. MARKETING AND TRADEMARKS

A.1. iAssist Virtually LLC is designed to provide equal access for all its independent Affiliates and to prevent "sponsor shopping" (and cross recruiting) by or on behalf of its Customers/Users. In the case of a dispute, the new Customer enrollment is credited to the affiliate who FIRST generated the new Customer as a lead or application. The disputing affiliates may agree to allow a new Customer to move if the Customer agrees, but the credit for the enrollment rightfully belongs to the affiliate that generated the original lead or application.

If you have questions or concerns regarding this Agreement, you should contact us by emailing [sherri@iassistvirtually.com](mailto:sherri@iassistvirtually.com) and writing "Agreement" in the subject line.

*This agreement was last updated on 01/25/2018.*