

This Agreement is made and entered into by User and A to Z Organizing Pros, Inc. whose address is PO Box 2135 Chandler, AZ 85244-2135

To follow are the complete Terms and Conditions that apply to an individual's or entity's use of A to Z Organizing Pros, Inc. site. As used in this Agreement, "We," "Us" or "Our" refers to A to Z Organizing Pros, Inc. , and "You" or "Your" refers to the user. "Site" means any A to Z Organizing Pros, Inc. website posted on the World Wide Web.

## 1. ACCEPTANCE OF TERMS AND CONDITIONS

Use of A to Z Organizing Pros, Inc. website constitutes Your acceptance of these terms and conditions and your waiver of any and all claims against A to Z Organizing Pros, Inc. , its parents, subsidiaries, affiliates, contractors, agents, officers, directors or employees arising out of your use of A to Z Organizing Pros, Inc. website or any materials, information, opinions or recommendations contained on our website.

1.1 Facsimiles and Internet approval. For the convenience of the parties, the use of faxed and Internet approved copies of this Agreement will be legally binding upon them and their heirs.

## 2. MODIFICATION

We may modify any of the terms and conditions in these Terms of Use, at any time and in Our sole discretion, by posting a change notice or a new user agreement on our website. WHEN ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE YOUR USE OF OUR SITE. YOUR CONTINUED USE OF THE A TO Z ORGANIZING PROS, INC. WEBSITE FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW TERMS OF USE CONSTITUTES BINDING ACCEPTANCE OF THE CHANGE.

## 3. COPYRIGHT

### 3.1 Use.

All content included on our website, such as text, graphics, logos, button icons, images, audio clips and software, is our property or that of our content suppliers and is protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all content on the A to Z Organizing Pros, Inc. website is our property protected by U.S. and international copyright laws. All software used on A to Z Organizing Pros, Inc. website is our property or that of our suppliers and is protected by U.S. and international copyright laws. You may electronically copy and print in hard copy portions of A to Z Organizing Pros, Inc. website for the limited purpose of placing an order with us or using it as a resource. Any other use-including reproduction for purposes other than those noted above, modification, distribution, transmission, republication, display or performance-of the content on a website without prior written consent form a authorized officer of A to Z Organizing Pros, Inc. is strictly

prohibited.

### 3.2 Penalty.

Unauthorized copying, or failure to comply with the aforementioned restrictions, may result in severe civil and criminal penalties. Unauthorized duplication constitutes copyright infringement and, in the United States, is punishable in a federal criminal action by a fine of up to U.S.\$250,000 and imprisonment for up to five (5) years. In addition, federal civil penalties allow the recovery of actual damages based on the number of copies produced plus the profits of the infringer, or statutory damages of up to U.S.\$100,000 for willful copyright infringement.

## 4. DISCLAIMER

WE PROVIDE THE A TO Z ORGANIZING PROS, INC. WEBSITE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE OPERATION OF THE A TO Z ORGANIZING PROS, INC. WEBSITE OR THE INFORMATION, CONTENT OR MATERIALS AVAILABLE ON THE A TO Z ORGANIZING PROS, INC. WEBSITE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING OR TRADE USAGE). IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF THE A TO Z ORGANIZING PROS, INC. WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTION OR ERRORS. FURTHER, WE TAKE NO RESPONSIBILITY FOR THE CONTENT OF ANY LINKS PROVIDED THROUGH THE A TO Z ORGANIZING PROS, INC. WEBSITE OR FOR THE WEBSITES OF OTHERS THAT LINK TO OUR SITE.

## 5. CONFIDENTIAL INFORMATION

We do not accept or consider unsolicited material, product suggestions or original or creative ideas (collectively, "Materials") submitted through our website. If you submit any such Materials, we will deem it our property. We will not treat the Materials as confidential, and we will not be liable for any use or disclosure of such Materials. Without limitation, we will own the exclusive rights to the Materials and will be entitled to unrestricted use of the Materials for any purpose, commercial or otherwise, without compensation to the submitter of such Materials.

### 5.1 Confidential information with respect to client/customer

Ensure the right to privacy by keeping all client information confidential whether it is received verbally, electronically or in writing. All negotiations and agreements are established to be mutually beneficial. Use client resources frugally. Safeguard ALL the client's property by taking reasonable precautions.

## 6. LIMITATION OF LIABILITY

WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (OR ANY LOSS OF REVENUE, PROFITS OR DATA) OF ANY KIND ARISING IN CONNECTION WITH THE USE OF OUR SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID US BY YOU IF ANY, FOR ACCESSING OUR SITE.

## 7. INDEMNIFICATION

You will defend and hold harmless A to Z Organizing Pros, Inc. , its parents, subsidiaries, affiliates, contractors, agent, officers, directors and employees against all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) made due to or arising out of a violation of these Terms of Use or Your use of this Site, including, without limitation, any claim arising out of unauthorized links to Our Site.

## 8. COMPENSATION

In consideration for the "Referral" by the Affiliate to and/or Service Provider, the Parties agree to share any fees, commissions or other related compensation. The Compensation will include any fees or commissions that arise from or as a result of the services (labor only) or completion of any labor only, transaction involving the "Referral" for as long as the "Referral" does business with Service Provider.

8.1 Service Provider Compensation - Service Provider will collect from "Referral", then 90% (Ninety Percent) of the compensation stays with the Service Provider and 10% (Ten Percent) of the compensation will be paid to A to Z Organizing Pros, Inc. A to Z Organizing Pros, Inc. will then distribute the amount of 1% (one percent) to the Affiliate as the "Referral" Fee.

## 9. AFFILIATES AND SERVICE PROVIDERS

9.1 Independent Contractor. These Terms of Use will not be interpreted or construed to create or evidence a partnership, joint venture or franchise relationship among the parties or as imposing any partnership or franchiser obligation or liability on either party.

9.3 Your Services - You will not solicit business directly from any client referred through A to Z Organizing Pros, Inc. <sup>TM</sup> without our knowledge and consent. Only offer services that you are qualified to perform and accurately represent those qualifications in both verbal and written communications. Educate and communicate simply, directly, truthfully and completely. Speak in ways others can easily understand. Be sensitive to client concerns, be sure they experience being well cared for. Take responsibility for providing excellent value to clients and honor all written and oral contracts and communications. Maintain proper

insurance coverage for the services that you provide. Communicate in advance the fees and expenses that you deem reasonable, legitimate and commensurate with your experience. Agree to provide these services to the best of your ability. Make every effort to recommend the services of other qualified service providers and/or professionals when you are unable or unqualified to fulfill requests for services.

#### 9.4 Professional Courtesies & Protocols

This document contains recommended guidelines for business practices of our Affiliate, Consultants and/or preferred service providers. We are people of spirit and articulated values. We commit to these values to guide our decisions and behavior.

9.5 Your commitment to these standards is essential to our partnership, as an Affiliate, Consultants or service provider of A to Z Organizing Pros, Inc. <sup>TM</sup> By adhering to these standards you are agreeing to engage in fair and equitable business practices with accountability and integrity. Our partnership is designed to ensure that our clients are held in the highest regard

#### 9.6 Professional Integrity

Impeccability, integrity and fun are the fundamental governing standards in all aspects of our work. Our personal conduct ensures that our name is always worthy of trust. Honesty and ethics are imperative in all business dealings, starting with how we treat each other, valuing and respecting individual and cultural differences. Keeping our promises and admit our mistakes. Honestly representing and acting within our area of expertise without exaggeration, misrepresentation or concealment. Conducting business with honesty and avoiding dishonorable or unethical business practices. Communicating frequently and authentically. Ease, grace and courtesy govern and pervade all our interactions. Deliver skillful, safe and compassionate care to all clients, treating them with patience, kindness and respect.

### 10. MISCELLANEOUS

10.1 Diversity -Provide a business climate that respects everyone regardless of race, sex, religion, marital status, sexual orientation, national origin, age or disability. Our team spirit extends to being responsible and caring partners in the communities where we work.

10.2 Nonwaiver. If we fail to insist upon or enforce strict performance of any provision or right under the terms and conditions of these Terms of Use, it will not be construed as a waiver of any provision or right; rather, the same will be and remain in full force and effect.

10.3 Choice of Law. These Terms of Use will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Arizona to the

exclusion of any other law that may be imputed in accordance with choice of law rules applicable in any jurisdiction. The 1980 U.N. Convention on Contracts for the International Sale of Goods or any successor thereto does not apply to these Terms of Use. For any suit or claim pertaining to these Terms of Use or any information furnished hereunder, You irrevocably consent to the jurisdiction and venue of any state or federal court sitting in Maricopa County, Arizona, USA, and you will not commence an action or proceeding relating to the subject matter of these Terms of Use in any other jurisdiction.

10.4 Compliance With Laws. You will comply at your own expense with all statutes, regulations, rules, ordinances and orders of any governmental body, department or agency that apply to or result from Your use of our website.

10.5. Severability. If any provision of these Terms of Use will be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from and will not affect the validity and enforceability of any remaining provisions.