

Apex Consulting Group LLC.

Terms of Service:

Apex Consulting Group LLC HERETO (Apex or Apex Ad Pro) is an online marketing firm that works with clients around the Globe. Our objective is targeted demographic marketing for our clients online, we utilize all major search engines. By agreeing to partner with Apex Ad Pro, you are also agreeing to the following terms and conditions.

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Definitions

Affiliate – An inter-company relationship characterized by common ownership or control or a person or organization officially attached to a larger body.

Animated Video – The work product resulting from utilizing animated images to tell a story or convey a message.

Animation Assets – Including but not limited to, sound files, graphics, photos, storyboards, text, logos, Software, code, drawings, and scripts.

Apex Ad Pro – The company, service, and website.

Decompile – Produce source code.

Disclaim – Deny, disavow, and refuse to acknowledge.

Individual – A natural person or any individual conducting business without any legal formation, registered or unregistered.

Materials – The items identified in Section 1 below, Including, but not limited to Software, photos, logos, graphics, Animation Assets, Animated Video, text, code, and sound files.

Modify – to alter, change, or add to in any way.

Privacy Policy – Your rights to privacy including limitations to your rights of privacy.

Products – Including but not limited to scripts, Animated Video, Software, photos, graphics, text, code, sound files, and Animation Assets.

Proprietary Rights – All information, material, code, photos, text, software, sound files, and graphics wholly owned by Apex Ad Pro accessed through the website.

Redistribute – Sell, convey, license, transfer, or otherwise distribute software differently or again.

Reverse Engineer – The reproduction of another manufacturer’s product following detailed examination of its construction or composition.

Site – The website.

Software – Any software program including but not limited to files, texts, graphics, Animation Assets, photos, logos, pictures, code, videos, and images.

Subscription Service – 3 MONTH COMMITMENT subscription base for the use of Animated Video.

Terminate – To end any access to, or use of Apex Ad Pro website, and all rights to use all property wholly owned Apex Ad Pro

Title – A right entitling ownership and/or usage.

You – The user or customer.

1. Proprietary Rights

Limited License and Copyright

Subject to the Terms and Conditions set forth in this Agreement, grants you a non-exclusive, non-transferable, limited right to access and use this Site for the purpose of creating an Animated Video and/or marketing the Animated Video, including, but not limited to text, graphics, animations, pictures or images thereon, as well as any Software viewable on the Site, except the Software products which are licensed separately (collectively, the “Materials”), and to view and download the Materials subject to the restrictions below, only in connection with the Products and Services provided by for use internally by

your business.

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Termination

Apex Ad Pro may terminate all rights and licenses contained herein, and upon such termination, you shall immediately destroy all Materials unless you have purchased the rights to own your Animated Video.

2. Disclaimer and Limitation of Damages

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The limitations of liability and disclaimers herein contained apply regardless of the form of action, whether in contract, warranty, delict, qu-delict, strict liability, negligence, or other tort, and shall survive a fundamental breach or breaches, or the failure of the essential purpose of contract or the failure of an exclusive remedy.

Indemnity Clause

Upon request by Apex Ad Pro, and/or its Affiliates, you agree to defend, indemnify and hold harmless Apex Ad Pro and/or its Affiliates from all liabilities, claims and expenses, including attorney's fees, arising from your use of this Site. Apex Ad Pro and/or its Affiliates reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. Notwithstanding the foregoing, you are not required to indemnify Apex Ad Pro and/or its Affiliates for its own violations of applicable laws.

3. Links and Third-Party Content

As a convenience to you, Apex Ad Pro may provide, on this Site, links to websites operated by other entities. If you use these websites, you will leave

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4. Information Provided by You

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5. Warranties

THE INFORMATION AND SERVICES THAT Apex Ad Pro PROVIDES ARE ON AN “AS IS” AND “AS AVAILABLE”, “NO REFUND” BS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PURPOSE. NO ADVICE OR INFORMATION GIVEN BY Apex Ad Pro, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY HEREUNDER.

6. Online Search Phrase

Our marketing experts perform widespread detailed research to establish the most valuable and cost-effective marketing position for each client. We place every client on Google.com to ensure they are reaching their targeted market 24/7. We research multiple marketing strategies to place our clients in the most cost-effective position, with the highest return on their investment. Apex Ad Pro may grant additional marketing on a client’s behalf to further increase their results and exposure. It is our goal to ensure that all our clients get the most out of their Apex Ad Pro online marketing. However, Apex Ad Pro cannot guarantee the exact position of a client’s campaign ad, nor the number of hits, clicks, leads, or sales as an outcome of their online marketing.

There could be events outside of Apex Ad Pro’s control that can temporarily hinder our capacity to secure Google.com placement(s). These events may include, but are not limited to, Search Engine System updates, Search Engine account reviews, and any other events out of the direct control of Apex Ad Pro

Apex Ad Pro has no power over our client’s personal website(s) and has no means of measuring the outcome of sales from our client’s online marketing campaign. Apex Ad Pro requires our clients to keep track of their individual results by asking every person that contacts their business how they had found their name and phone number. Apex Ad Pro is not an entity of, nor directly affiliated with, Google.com. Apex Ad Pro is a privately-owned marketing firm that concentrates on the construction and maintenance of targeted marketing ads for our clients on the World Wide Web’s search

engines. For more information about Online Search Phrases/Placements please contact our 5-Star Customer Service Department.

7. Consent to Privacy Policy

Apex Ad Pro will never sell, trade, or otherwise disclose personally identifiable information to anyone. We will not share your email address with any other company. We may use third-party advertising companies to serve ads on our behalf. These companies may employ cookies and actions tags (also known as single pixel gifs) to determine your advertising effectiveness. Any information that these third parties collect (via cookies and action tags) is completely anonymous.

Personal data will be collected, processed, used, communicated and disclosed by Apex Ad Pro and/or its Affiliates, and/or third-party advertising companies to serve ads on our behalf. The Privacy Policy is incorporated by reference into these Terms and Conditions. Such personal information that you provide via this Site, together with information regarding the way you use this Site, will be used, processed, communicated and disclosed by Apex Ad Pro as permitted by these Terms and Conditions, and other agreements between the parties related to such information, and as otherwise permitted by law.

8. Governing Law

This Contract is made and shall be construed and performed under the laws of the State of Oregon, without giving effect to Apex Ad Pro choice of law principles. The parties agree that exclusive jurisdiction and venue for any action hereunder shall lie in the Circuit Court of Oregon, Washington County.

9. General

This Agreement constitutes the entire agreement between Apex Ad Pro and you with respect to the subject matter hereof. Any cause of action you may have with respect to your use of this Site or which is the subject of this Agreement must be commenced within (30) days after the claim or cause of action arises. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement or portion thereof, to be unenforceable, that

provision shall be enforced to the maximum extent permissible to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

10. Cancellation

All cancellation requests **MUST** be received at least 3 business days prior to your anniversary billing date, by emailing us.

If your payment is not successful for any reason, your marketing may remain Online for up to 30 days as we contact you to collect updated payment information. This in no way negates your obligation to pay all monies owed to Apex Ad Pro. If your account is not updated within 90 days, we have the right to turn your account over to a collections agency and immediately turn off your advertising package.

All Apex Ad Pro clients with an outstanding or overdue balance will accrue a \$25 fee on the fifth business day after their monthly anniversary billing date.

Chargeback/Dispute of Services

If a chargeback is filed, you will be immediately placed into collections for the full amount of your service plus a \$50 fee for the cost of the charge-back and any other collection fees that might occur.

If you have questions on your account, please call our 5-Star Customer Service Department

Subscription Service

This Order authenticates the arrangement that was made between you and our marketing specialist from Apex Ad Pro to partner in our service(s), as was recorded with your authorization. Unless explicitly contradicted by this Order Confirmation, the recorded agreement described above continues in full force and effect.

All our 3 MONTH COMMITMENT Agreements begin on the date that you first established participation and you will continue to be billed automatically by

direct deduction on the monthly anniversary day of every month until the client cancels through Apex Ad Pro cancellation policies. If you do not cancel by following the cancellation request instructions above by the end of your 3 MONTH COMMITMENT Agreement, you will automatically be entered into another 3 month Agreement and will continue to be billed automatically by direct deduction on the monthly anniversary day until the Agreement is cancelled.

If you have questions, please contact our **5-Star Customer Service Department**

Signer One: _____ Date: _____

Signer Two: _____ Date: _____