



A. Services Agreement

This Services Agreement ("Agreement") is between My Clicks LLC.. ("My Clicks LLC..", "we", "us", or "our") and you ("Customer", "you", or "your") and governs your purchase and use, in any manner whatsoever, of all services provided to you by My Clicks LLC.. ("Services"). BY ACCEPTING AND USING THE SERVICES YOU AGREE TO BE BOUND BY THIS AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN. My Clicks LLC.. may change or modify this Agreement at any time and from time to time in its sole discretion without notice to you. Your continued use of the Services following the posting of any changes or modifications to this Agreement will constitute your acceptance of such changes or modifications.

- 1. Provision of Services.** My Clicks LLC.. will provide to you the Services described in your order summary.
- 2. Payment for Services.** As consideration for providing the Services, you agree to pay My Clicks LLC.. the monthly, one-time, and other fees that correspond to the plans, features, and services you select.
- 3. Rights to the Web Site and Content.** You will own the Customer Content, but you will not own either the Third-Party Material or Background Technology (all as defined below). "Customer Content" means all content or information (including, without limitation, any text, music, sound, photographs, video, graphics, data, or software), in any medium, that you provide to My Clicks LLC... "Third-Party Material" means any content, software, or other computer programming material used by My Clicks LLC.. to provide the Services that is owned by an entity other than My Clicks LLC.. and either licensed by My Clicks LLC.. or generally available to the public under published licensing terms. My Clicks LLC.. owns and retains all rights to the design of the web site we create for your use. If you stop paying the monthly fee for the Services you will no longer be entitled to use the web site for any purpose whatsoever.
- 4. Limited License to the Background Technology.** "Background Technology" means computer programming/formatting code or operating instructions developed by or for My Clicks LLC.. and used to host or operate your web site or a web server in connection with your web site, and includes, but is not limited to, any files necessary to make forms, buttons, checkboxes, and similar functions and underlying technology or components, including style sheets, animation templates, interface programs that link multimedia and other programs, customized graphics manipulation engines, and menu utilities, whether in database form or dynamically driven. Background Technology does not include any Customer Content. Customer may not duplicate or distribute any Background Technology to any third-party without the prior written consent of My Clicks LLC... All rights to the Background Technology not expressly granted to Customer hereunder are retained by My Clicks LLC... Customer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of the Background Technology.
- 5. Limited License to Content.** Customer hereby grants to My Clicks LLC.. the limited nonexclusive right and license to copy, distribute, transmit, display, perform, create derivative works from, modify, and otherwise use any Customer Content and any copyrights, trademarks, or other intellectual property belonging to the Customer and provided to My Clicks LLC.. for the purpose of enabling My Clicks LLC.. to provide the Services to the Customer. This limited right and license will terminate automatically upon termination of this Agreement.
- 6. Content Standards.** Customer agrees not to provide any Customer Content, and My Clicks LLC.. agrees to not intentionally provide to Customer any content, that either (a) infringes on any third-party's intellectual property or publicity/privacy rights, (b) violates any applicable law or regulation, (c) is defamatory, violent, clearly harmful, obscene or pornographic, or infringes on citizens' rights, or (d) contains any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines intended to destroy, damage or otherwise interfere with any system, data, or personal information. Customer agrees to comply with all applicable local, national, and international laws. My Clicks LLC.. reserves the right to refuse any subject matter it deems inappropriate.
- 7. Support.** My Clicks LLC.. agrees to provide reasonable technical support to Customer during My Clicks LLC..'s normal technical support hours, and e-mail and telephone customer service support to Customer



during My Clicks LLC.'s normal customer support hours. Web design maintenance covers up to 2 hours custom design & development work per month.

8. **Term and Termination.** This Agreement becomes effective on the date your order is created, and shall continue unless terminated by either party. Accounts paid by credit card will be automatically renewed unless Customer notifies My Clicks LLC.. prior to the start of the next billing cycle. My Clicks LLC.. may terminate this Agreement upon five (5) days' written notice to you if you materially breach the Agreement. Material breaches include, but are not limited to your failure to pay your account in a timely manner and failure to cure a breach of this Agreement during the five (5) day period. Customer may terminate this agreement upon ten (10) days' written notice to My Clicks LLC... Immediately upon termination of this Agreement, Customer will pay My Clicks LLC.. for all Services provided to Customer by My Clicks LLC.. prior to termination. Customer understands that there will be no reimbursement and no pro-rate if he or she decides to terminate the Services before the end of a prepaid term, regardless of the reason for the termination. Sections 2 through 6, and 8 through 12 of this Agreement will survive termination of this Agreement.
9. **Thirty (30) Day Money Back Guarantee.** If you are not satisfied with the Services provided under this Agreement you may receive a full refund if you cancel your account within thirty (30) days of the date your order is created. This guarantee does not include or apply to fees paid for services not included under this Agreement.
10. **Indemnification.** Customer will defend My Clicks LLC.. against any third-party claim, action, suit, or proceeding alleging any breach of the covenants contained in this Agreement. Customer shall indemnify My Clicks LLC.. for all losses, damages, liabilities, and all reasonable expenses and costs incurred by My Clicks LLC.. as a result of any such third-party claim, action, suit, or proceeding.
11. **WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS-IS" AND My Clicks LLC.. EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS AND AGREES THAT (A) My Clicks LLC.. WILL NOT BE LIABLE FOR ANY TEMPORARY DELAY, OUTAGE, OR INTERRUPTION OF THE SERVICES, AND (B) THAT CUSTOMER HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN. ALL SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE DEEMED ACCEPTED WHEN DELIVERED.
12. **LIMITATION OF LIABILITY.** My Clicks LLC..'S LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO My Clicks LLC.. DURING THE THREE (3) MONTH PERIOD BEFORE THE ACTION AROSE. IN NO CASE SHALL My Clicks LLC.. 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 My Clicks LLC.. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT, AND ABSENT SUCH LIMITATIONS, My Clicks LLC.. WOULD NOT ENTER INTO THIS AGREEMENT.
13. **Entire Agreement.** This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings, and agreements between the parties with respect to the subject matter hereof. The parties acknowledge and agree that neither of them is entering into this Agreement on the basis of any representations or promises not expressly contained herein.



B. Privacy Policy

My Clicks LLC.. has created this privacy policy to demonstrate our firm commitment to privacy issues. The following sets forth the information gathering and dissemination practices of My Clicks LLC...

- 1. Information We May Collect:** Occasionally, we may conduct online surveys or run contests for promotional purposes, during which we may ask users for contact information (like e-mail addresses) or demographic information (like zip code, age, or income level). We use this information to send consumers information about our company and, of course, to notify people if they win a contest. We will always give you the option of not receiving such information from My Clicks LLC... Like other web sites, your IP number is visible to us when you visit our web sites. What is an IP address, you may ask? It is a number automatically assigned to your computer whenever you're connected to the Internet. Your IP number is visible to most of the websites that you visit. Don't worry, though - we only use IP numbers to help diagnose problems with our servers and administer our web sites. From time to time, we may share with third-parties aggregate information like how many of our users search on internet-related topics, but this aggregate information will not contain any personal identifying information.
- 2. Cookies.** Like many sites, My Clicks LLC.. uses cookies. Cookies are data files that are stored on your computer. They contain identification information that enables us to see how our users are interacting with our site and how frequently they are returning. Cookies do not contain any personally identifiable information. We use cookies for the benefit of our users. Cookies let us know if we have repeat visitors (a strong indication of happy consumers) and if we are delivering a quality product to our consumers. We also use cookies to identify which sites our repeat visitors are coming from, so that we can place more of our online advertising on these sites. Essentially, using cookies is an anonymous way of surveying how we are doing and to look for other consumers who we think will like our site. Also, speaking of cookies, you should know that My Clicks LLC.. has engaged a third-party advertising company to display banner ads on our site. These ads may contain cookies. Cookies from banner ads are collected by our ad partner, and are used for purposes of tracking performance of the banner ads. My Clicks LLC.. may not have access to this information. If you do not want to accept cookies from My Clicks LLC.. sites, your browser software should allow you to not accept cookies. Look in the Preferences (Netscape) or Internet Options (Microsoft Internet Explorer) to do this.
- 3. Links to Other Web Sites.** Our web sites contain links to other web sites. My Clicks LLC.. is not responsible for the privacy practices or the content of such other web sites. My Clicks LLC.. does not share any of the individual personal information you provide to us with sites to which our web sites link, although we may share aggregate data with such sites, including third-party sites for which My Clicks LLC.. provides search services. Please check with those sites to determine their privacy policies.
- 4. Contacting My Clicks LLC../Opt-Out.** If you do not wish to receive future communications from us, or if you have any questions about our privacy policies or your dealings with My Clicks LLC.., please contact us at My Clicks LLC., 711 S Carson Street Ste. 6, Carson City, NV, USA, 89701. You may also contact us by e-mail at info@optimizedwebdesign.us, by telephone at +1.858.866.9270, or by fax at +1.858.408.3503.