

Listaser TERMS of SERVICE V1.0

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SYSALL, LLC. ("SYSALL") displays reviews and ratings on a variety of food service, commercial and residential contractors and other service providers (collectively, "[Service Providers](#)") to allow you, the user ("You," "Yourself," or "Your," if possessive), the opportunity to read about the experiences other users have had with these Service Providers and to provide Your own reviews and ratings on the Service Providers You use. SYSALL utilizes software and certain products currently including, without limitation, Leads and other marketing products whereby SYSALL facilitates the offer, sale, and/or marketing of certain promotions, discounts, coupons, vouchers, e-commerce offers, or deals (collectively, "Promotions"). All products and services described in this Section, as well as any other products and services offered by SYSALL at any time shall be defined herein as "[Service](#)" or "[Services](#)."

To use the Service, You must read and accept all the terms and conditions in, and linked to, this Usage Agreement ("[Agreement](#)"). This Agreement may be modified by SYSALL from time to time at our sole discretion, and You will receive notice if modifications to the Agreement are made. We strongly recommend that, as You read this Agreement, You also access and read the linked information. By accepting this Agreement, You also agree that Your use of SYSALL-branded software or other websites we operate are governed by these same terms and conditions, agreements and privacy policies.

BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

1. LISTASER SERVICE

SYSALL displays reviews and ratings on a variety of Service Providers based upon the actual first-hand experiences other service recipients have had with these Service Providers and provides You with the opportunity to provide Your own reviews and ratings on the Service Providers You use.

(a) [SYSALL Subscription Payment Option](#)

SYSALL users have access to Services by making monthly installations via our Third-Party Merchant processing gateway.

Services offered by SYSALL may include some or all the following:

- Nationwide access to ratings and reviews
- Live telephone member care support
- Access to SYSALL's Conflict Resolution Process (For details, please see Section 11, [Conflict Resolution Process](#), below.)
- Exclusive discounts offered by third-party companies offering services of interest to members
- Access to SYSALL's emergency service line

(b) SYSALL earns revenue from eligible Service Providers. For example, qualifying Service Providers can pay SYSALL to offer Promotions on the website, through the Call Center, direct mail, or other services. Unless otherwise prohibited by law, Service Providers offering Promotions typically offer a discount or benefit to SYSALL's members.

(c) [Usage Benefits](#)

The benefits of SYSALL are available only while Your account is active and Your SYSALL account is in good standing. SYSALL reserves the right to modify the benefits at any time and at its sole discretion. The details of Your usage, including the price and the various benefits offered therein, might be different than those details applicable to another new or existing user who purchased SYSALL in the same market. You may check Your plan by contacting us at (206) 219-5621 to chat with a specialist.

2. REGISTRATION INFORMATION

As a condition of Your use of the Service, You agree to: (a) provide SYSALL with true, accurate, current and complete information as prompted by the SYSALL's registration forms, when registering for or using the Service; and (b) update and maintain the truthfulness, accuracy and completeness of such information.

3. MINIMUM AGE

You must be 18 years of age or older to use or register for Services.

4. USE VOID WHERE PROHIBITED

Participation in the Service is void where prohibited.

5. PRIVACY POLICY

SYSALL has established a Privacy Policy to explain to You, and other users, how Your personal information is collected and used. This Privacy Policy is located at <http://www.listaser.com/privacypolicy.htm>.

6. SERVICE FEES AND BILLING METHODS; MONTHLY AUTOMATIC PAYMENTS

(a) Usage Fee

SYSALL will charge You a monthly usage fee to provide the Service. Your usage fee is the amount You were charged for use of Service, not including any promotions or discounts that may have been applied (the "Usage Fee"). For this or other reasons, the Usage Fee might be different than the amount paid by another new or existing user who purchased SYSALL in the same market. You may check by calling a SYSALL representative if You have any questions.

You acknowledge that SYSALL reserves the right, at any time, to modify its Usage Fees and billing methods. Usage Fees must be paid in advance by credit card or debit card.

(b) Perpetual Renewal

Your Subscription will continue monthly until you notify us that you no longer wish to use SYSALL Services. Payments will be processed using the credit card, debit card or other payment information on file with SYSALL. Such renewal payment will take place on or about Your Account Start Date which is the date you made your first payment. Your Subscription will continue, and Your payment method will be charged, the Usage Fee until You cancel the Plan, which You may do at any time (see Canceling Your Plan, below).

If the payment processing for the renewal of Your Plan fails for any reason, we will attempt to process Your renewal for a period up to seven (7) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by SYSALL). Except as otherwise required by applicable law, You agree that SYSALL will not provide You with any notices prior to each monthly payment.

(c) Canceling Your Plan

You may cancel Your Plan at any time in writing by contacting SYSALL via first class certified mail at 23830 Pacific Highway S. Suite 303, Kent, WA 98032 or by calling us at (206) 219-5621. If You wish to avoid further monthly payments, Your cancellation request must be received no later than 5:00 p.m. Pacific Time on the business day prior to Your Account Start Date.

(d) Usage Fee Refund Policy:

1. New Account Activation Renewal Refund - Regardless of when You activated your SYSALL account, if You cancel Your Subscription within thirty (30) days after your Account Start Date, You may request a full refund of the Membership Fee.
2. Under no circumstances shall refunds exceed the amount you paid for your Usage Fee during the prior membership term.
3. In accordance with Section 18, below, if SYSALL terminates Your account for any reason and You are not in breach of this Agreement, SYSALL will refund Your Usage Fee on a pro rata basis from the date of such termination to the end of the then current term.
4. Users are not entitled to refunds of their Usage Fee under any other circumstances.

(e) Authorization to Bill Credit or Debit Card Account Information

By registering for the Service, You consent to and authorize SYSALL to debit and charge your credit or debit card from your financial institution for Service. If payment is rejected or declined, this could have a negative effect on your account and could suspend your rights to use the Service. You also consent to SYSALL's receipt and use of updated credit card or debit card account information from Your financial institution in connection with the provision of the Service as provided in this Agreement and the Privacy Policy.

7. ACCOUNT SECURITY

SYSALL will assign You a user ID and a temporary password when You register. It is your responsibility to change it to a secure password. Your user ID and password may only be used by You. You are solely responsible for maintaining and protecting the confidentiality of Your user ID and password and are fully responsible for all activities that occur under Your user ID and password.

9. LIMITED LICENSE TO SYSALL PRO

By agreeing to the terms and conditions of this Agreement, SYSALL grants You a limited license to access and use the reviews and ratings offered by the Service for Your personal contracting solicitations and decisions. You acknowledge and agree that You will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational, or any other non-personal purpose the reviews and ratings and any content, without the express written consent of SYSALL.

10. SUBMISSIONS OF REVIEWS

In order for You to submit Your own reviews and ratings in SYSALL, You acknowledge and agree that:

1. all Your reviews and ratings will either be based upon: (i) Your actual first-hand experiences with the Service Providers You are reviewing;
2. all Your reviews and ratings of the Service Providers that You are rating will be accurate, truthful and complete in all respects;
3. You do not work for, own any interest in, or serve on the board of directors of, any of the Service Providers for which You submit reviews and ratings;
4. You do not work for, own any interest in or serve on the board of directors of any competitors of the Service Providers for which You submit reviews and ratings;
5. You are not in any way related (by blood, adoption, marriage, or domestic partnership, if the Service Provider is an individual) to any of the Service Providers for which You submit reviews or ratings;
6. Your name and review information will be made available to the Service Providers on which You review; and
7. SYSALL may redact, delete, or reject Your reviews if they do not conform with SYSALL's publication criteria, which may change from time to time at SYSALL's sole discretion.

11. COMPLAINT RESOLUTION PROCESS

If You have a dispute with a Service Provider, You may request SYSALL's assistance in communicating with that Service Provider about Your desired resolution (the "Complaint Resolution Process" or the "CRP").

You may request to participate in the CRP by contacting us via mail or at our customer support line. You then will be requested to complete and return to SYSALL certain documentation relating to Your complaint. Shortly thereafter, a member of our Complaint Resolution Team will contact You to obtain additional information and understand Your desired resolution. The Complaint Resolution Team then will contact the Service Provider to explain Your complaint and desired resolution and to ask the Service Provider to respond in writing within a reasonable timeframe.

If the Service Provider agrees to Your desired resolution or supplies a counteroffer that You find acceptable, the case is considered resolved, Your review regarding the Service Provider will be removed, and You will have the opportunity to submit updated feedback about Your experience. If the Service Provider responds but does not resolve the matter as described above, Your feedback shall remain unchanged.

Your participation in the CRP is at SYSALL's sole discretion. We reserve the right to reject Your request to participate for any reason. By participating in the CRP, You consent to have Your complaint and the circumstances relating to the CRP archived in our database to further improve the Customer experience.

The CRP is not a legal forum and SYSALL does not, at any time, become a party to Your dispute with the Service Provider. SYSALL is neither a mediator nor an arbitrator and does not provide legal advice or assistance. If You believe legal services are necessary or would be helpful to resolve Your dispute with a Service Provider, SYSALL encourages You to consult with an attorney. SYSALL does not guarantee that Your participation in the CRP will result in a satisfactory outcome or Your desired resolution.

You agree that, by offering the CRP, SYSALL does not waive any of its disclaimers or limitations of liability, including without limitation those set forth under Sections 14 (Service Providers), 24 (Warranty Disclaimer), and 25 (Limitation of Liability).

You acknowledge and agree that, during the Term of your Plan, SYSALL may—in its sole discretion and without notice—change the CRP program, including without limitation, its name, process, and/or function.

12. CONTENT LICENSE AND PROMOTION PLACEMENT

Although SYSALL does not claim ownership of any of the reviews, ratings, communications, information, data, text or other materials You give us (collectively, the "Content"), by providing Content to Sysall, You automatically grant, and You represent and warrant that You have the right to grant, to SYSALL an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing SYSALL with Content, You automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Website or in the Magazine by any other party.

You understand that SYSALL may display, disseminate, or place Promotions near, with, or adjacent to Your Content in any form or media (whether now known or subsequently created). The manner, mode, and extent of such Promotions are subject to change at SYSALL's discretion and without notice to You.

13. PUBLICATION AND DISTRIBUTION OF CONTENT

SYSALL does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that SYSALL simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any content posted by Service Providers in response to Content ("Service Provider Content"). You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that SYSALL does not control and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with, the use of any Content and Service Provider Content.

You further acknowledge that SYSALL has no obligation to screen, preview, monitor or approve any Content or Service Provider Content, or Content posted or submitted by any other SYSALL member or any Service Provider. However, SYSALL reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service. Under no circumstances will SYSALL be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions, defamatory statements, or confidential or private information or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against SYSALL relating to Content or Service Provider Content, and release SYSALL from any and all liability for or relating to any Content or Service Provider Content.

14. SERVICE PROVIDERS

SYSALL does not endorse and is not responsible or liable for any Content, Service Provider Content, Promotions, data, advertising, products, goods or services available or unavailable from, or through, any Service Providers. You agree that should You use or rely on such Content, Service Provider Content, Promotions, data, advertisement, products, goods or services, available or unavailable from, or through any Service Provider, SYSALL is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider, and any other terms, conditions, representations or warranties associated with such dealings, are between You and such Service Provider exclusively and do not involve SYSALL. You should make whatever investigation or other resources that You deem necessary or appropriate before hiring or engaging Service Providers.

You agree that SYSALL is not responsible for the accessibility or unavailability of any Service Provider or for Your interactions and dealings with them, waive the right to bring or assert any claim against SYSALL relating to any interactions or dealings with any Service Provider, and release SYSALL from any and all liability for or relating to any interactions or dealings with Service Providers. In addition, You agree that SYSALL may exclude Service Providers from displaying in search results on the SYSALL Website for failing to meet particular SYSALL standards regarding Service Provider conduct. In addition, You understand that SYSALL may exclude Service Providers from displaying in search results on the SYSALL Website for failing to meet SYSALL standards regarding Service Provider conduct and performance.

SYSALL may, in its sole discretion, have criminal and/or financial background checks conducted on certain Service Providers. By having such background checks conducted, SYSALL DOES NOT WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER THIS SECTION, SECTION 24 (WARRANTY DISCLAIMER), OR SECTION 25 (LIMITATION OF LIABILITY).

15. YOUR CONDUCT

In connection with Your use of the Service, You represent and warrant that You:

1. are above the age of eighteen (18);
2. will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;
3. will not submit any reviews that may be considered by SYSALL to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
4. will submit thorough and thoughtful reviews of the Service Providers You review (for example, submitting a review describing a service contractor as "He/She is great." without additional commentary is not a thorough and thoughtful review);
5. will not submit reviews that comment on other users or the reviews of other users;
6. will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with SYSALL, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;

7. will not submit reviews that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots, or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website;
8. will not access, download or copy any information contained on our Website through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
9. will not post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
10. will not take any action that would undermine the review and rating process under the Service;
11. will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;
12. will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, copyrights, contractual rights, fiduciary rights or intellectual property rights;
13. will not use the Service in any way that could interfere with the rights of SYSALL or the rights of other users of the Service;
14. have sufficient rights in and to all Content that You provide, transmit or otherwise convey to SYSALL in connection with the Service;
15. agree not to re-sell or assign Your rights or obligations under this Agreement;
16. will not reproduce, duplicate, copy, sell, re-sell or exploit any Content;
17. will not access any Content for any commercial, educational or other purposes not related to Your personal purchasing decisions, the express written consent of SYSALL, which consent may be withheld by SYSALL in our discretion;
18. grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content and to prepare derivative works of, or to incorporate such Content into other works, and to grant and to authorize sublicenses of the foregoing;
19. agree not to create an account or use SYSALL services if Your account previously has been terminated by SYSALL or if You previously have been banned from using the services; and
20. agree not to: (i) register for more than one account or register for an account on behalf of an individual other than Yourself; (ii) impersonate any person or entity, including, but not limited to, SYSALL personnel, or falsely state or otherwise misrepresent Your affiliation with a person or entity; or (iii) advocate, encourage or assist any third party in doing any of the foregoing activities in this subsection.

The reviews and ratings that You provide do not reflect the views of SYSALL, its officers, managers, owners, employees, agents, designees or other users. In addition, SYSALL retains the right, in its sole discretion, to determine whether or not Your use of the Service is consistent with the terms and conditions of this Agreement. SYSALL may suspend, restrict or terminate Your use of the Service and to refuse any future use of all or portions of the Service if Your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, SYSALL may seek any and all other remedies available to it, including: (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

16. DISCLOSURE OF INFORMATION

As SYSALL continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

17. TERM AND TERMINATION

The term of this Agreement ("Term") will be in effect and continue so long as You have an active Subscription. In other words, the Term shall continue through each automatic Plan renewal until termination by either party in accordance with the terms of this Agreement.

SYSALL may, for any reason in its sole discretion, immediately terminate this Agreement, Your account, and Your access to the Service. If SYSALL merely terminates Your account for its convenience and You are not in breach of this Agreement, SYSALL will refund Your Membership Fee on a pro rata basis from the date of such termination to the end of the then current term.

Termination of Your account will include removal of Your access to all offerings of the Service, deletion of Your password, deletion of all related information and files, may include the deletion of the Content associated with Your account (or any part thereof), and barring Your further use of the Service.

18. MODIFICATION OF TERMS AND CONDITIONS

SYSALL will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website (www.listaser.com). You will receive notice if modifications to the Agreement are made. SYSALL will make note of the date of the last update to the Agreement on the first page of this Agreement. You are responsible for reviewing these terms and conditions regularly. Your continued use of the Service after such modifications will be deemed to be Your conclusive acceptance of all modifications to this

Agreement. If You are dissatisfied as a result of such modification(s), Your only recourse is to immediately discontinue use of the Service.

19. MODIFICATION, LIMITATION AND DISCONTINUANCE OF SERVICE

SYSALL reserves the right at any time to limit access to, modify, change or discontinue the Service with or without notice to You and we shall not be liable to You for any such modification, suspension or discontinuance of the Service. You agree that SYSALL will not be liable to You or to any third party for any such limitation, modification, change, suspension or discontinuance of the Service. You agree that SYSALL may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which You may access the Service in a given period of time. You agree that SYSALL has no responsibility or liability for the deletion or failure to store any reviews, ratings and other communications maintained or transmitted by or through the Service. You agree that SYSALL has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

20. DELAYS

The Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. SYSALL is not responsible for any delays, failures or other damage resulting from such problems.

21. USER FEEDBACK

SYSALL appreciates hearing from You, as well as our other users, and welcomes Your comments regarding our Service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value Your feedback on our Service, please be specific in Your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of SYSALL. In addition, none of the Submissions will be subject to any obligations of confidentiality and SYSALL will not be liable for any future use or disclosure of such Submissions.

22. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California web users are entitled to the following specific consumer rights notice: The Services are provided by SYSALL, LLC., 23830 Pacific Hwy. S, Suite 303, Kent, WA 98032. If You have any questions, concerns, or complaints regarding the Services, please contact SYSALL, LLC. by (i) signing into your account and visiting <https://www.listaser.com> to send us a message; or (ii) sending a letter, first class certified mail, to SYSALL, 23830 Pacific Hwy. S, Suite 303, Kent, WA 98032, Attn: Member Services.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

23. COPYRIGHT MATERIALS

Aside from user-submitted Content and Service Provider Content, all other materials and other information in SYSALL, including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software (collectively, the "Copyright Materials") are the exclusive property of SYSALL and/or its licensors and are protected by all United States and international copyright laws.

24. WARRANTY DISCLAIMER

You understand and agree that THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT SYSALL ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE SERVICE. SYSALL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR SYSALL COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT USE OF THE SERVICE AND THE WEBSITE IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to You as they relate to implied warranties.

25. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SYSALL WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF SYSALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY SYSALL OR THE FAILURE OF SYSALL TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

You understand and agree that Your unlimited access to the Content in SYSALL represents a substantial portion of the value You receive from Your SYSALL's Membership Fee. THEREFORE, TO THE EXTENT SYSALL IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, SYSALL'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF YOUR MEMBERSHIP FEE (I.E., THE AMOUNT OF YOUR ANNUAL MEMBERSHIP FEE DIVIDED BY TWELVE).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SYSALL CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES TO SYSALL THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR SYSALL, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF SYSALL TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY SYSALL. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF SYSALL TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY SYSALL. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT SYSALL SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

26. INDEMNIFICATION

You agree to indemnify, defend and hold harmless SYSALL, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by You; (b) the inaccurate or untruthful Content or other information provided by You to SYSALL or that You submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any rights of another or harm You may have caused to another. SYSALL will have sole control of the defense of any such damage or claim.

27. BREACH OF AGREEMENT AND LIQUIDATED DAMAGES

You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for SYSALL to pursue legal action to enforce the terms and conditions of this Agreement, You will be liable to pay us the following amounts as liquidated damages, which You accept as reasonable estimates of SYSALL's damages for the specified breaches of this Agreement:

1. If You post Content in violation of this Agreement, You agree to promptly pay SYSALL One Thousand Dollars (\$1,000) for each item of Content posted in violation of this Agreement. We may (but shall not be required to) to issue You a warning before assessing damages.
2. If You display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of this Agreement, You agree to pay One Thousand Dollars (\$1,000) for each item of Content displayed, copied, duplicated, reproduced, sold, re-sold or exploited in violation of this Agreement
3. If You use computer programming routines that are intended to aggregate records or reviews from the Service or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Website, You agree to pay One Hundred Dollars (\$100) for each review or record that is aggregated, disrupted, damaged or otherwise affected by You.
4. Except as set forth in the foregoing subsections (a) through (c), inclusive, You agree to pay the actual damages suffered by SYSALL, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this Agreement, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

28. NOTICE

You agree that SYSALL may communicate any notices to You under this Agreement, through electronic mail, regular mail or posting the notices on the Website. All notices to SYSALL will be provided by sending a letter, first class certified mail, to SYSALL, 23830 Pacific Hwy. S, Suite 303, Kent, WA 98032 Attn: Member Services. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), SYSALL will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is:

SYSALL, LLC.
23830 Pacific Hwy. S, Suite 303
Kent, WA 98032
Attn: Copyright Agent

If You are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that Your work's copyright or trademark has been infringed, please report Your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
5. a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

SYSALL will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

29. ENTIRE AGREEMENT

This Agreement governs Your use of the Service and constitutes the entire agreement between You and SYSALL. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between You and SYSALL regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between You and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third-party agreements do not interfere with Your obligations and duties to SYSALL under this Agreement.

30. GOVERNING LAW

This Agreement and the relationship between You and SYSALL will be governed by the laws of the State of Washington, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in King County, Washington and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that SYSALL may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to Your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

31. PROVISIONS REMAINING IN EFFECT

In the event Your Plan with SYSALL is terminated or lapses or You are no longer a user of SYSALL, certain provisions of this Agreement will continue to remain in effect, including, but not limited to, Sections 12, 14, 15, 17 and 24 through 31.

32. MISCELLANEOUS

This Agreement may not be re-sold or assigned by You. If You assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of SYSALL's

rights if SYSALL fails to enforce any of the terms or conditions of this Agreement against You. In the event a court finds a provision in this Agreement to not be valid, You and SYSALL agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between You and SYSALL as a result of this Agreement or use of the Service. You acknowledge and agree that each of the Released Parties shall be an intended third-party beneficiary of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.