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I HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND I AGREE TO THE BOUND BY ALL OF ITS TERMS AND CONDITIONS. PLEASE MANIFEST YOUR ASSENT TO THIS AGREEMENT BY CLICKING ON “I ACCEPT.”

Terms of Service

Effective as of January 28, 2019

IMPORTANT — THIS IS A LEGAL AGREEMENT BETWEEN YOU (“YOU” OR THE “AUTHORIZED PERSON”) AND HYPER JOBS , LLC DBA “UPSELL EXPERT” (“WE” OR “COMPANY”). BEFORE ACCESSING OR USING ANY PART OF THE WWW.UPSELLEXPERT.COM WEBSITE, YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS TERMS OF SERVICE AGREEMENT (the or this “TOS”) AS THEY GOVERN YOUR ACCESS TO AND USE OF UPSELL EXPERT WEBSITE AND ANY PROGRAMS, SERVICES, TOOLS, MATERIALS, OR INFORMATION AVAILABLE THROUGH THE UPSELL EXPERT WEBSITE OR USED IN CONNECTION THEREWITH (collectively, the or this “Upsell Expert Website”). UPSELL EXPERT IS WILLING TO LICENSE AND ALLOW THE USE OF THE UPSELL EXPERT WEBSITE AND ARE INSTRUCTED TO EXIT THE WEBSITE IMMEDIATELY.

TERMS AND CONDITIONS

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3. Other terms and conditions. Additional notices, terms, and conditions may apply to membership, receipt of services, participation in a particular program, conference, training, or seminar, Authorized User registration with Upsell Expert Website, and/or to other specific portions or features of the Company Website, all of which are made a part of this TOS by this reference. In particular, this TOS, in and of itself, shall not entitle you to any of the Company membership benefits until you execute and Company accepts Company's member services agreement with Company. You agree to abide by such other notices, terms, and conditions. If there is a conflict between this TOS and the terms posted for or applicable to a specific portion of the Company Website, the latter terms shall control with respect to your use of that portion of the Company Website. Company's obligations, if any, with respect to its programs, services, tools, materials, or information are governed solely by terms, conditions, notices, and agreements pursuant to which they are provided, and nothing on this TOS should be construed to alter such terms, conditions, notices, and agreements.

1. Modification of this TOS. We reserve the right change this TOS, without prior written notice to you, by posting changes on this website. A link will be posted on this website with any modification made to it and you will notified by clicking under "Last Updates." You will be responsible for reviewing these updates to have notice of any changes made by us. If you continue to use our website after any alterations are made to this TOS, it will indicate your acceptance to the new changes.

2. Your Account. Registration as an Authorized User for access to certain areas of the Company Website, namely, the Company member area, may require both a user name and a password. Only one Authorized User can use one user name and password and, thus, one account. By limiting access, it helps avoid unauthorized usage by other persons or entities because anyone with knowledge of both user name and password can gain entry to the Company Website and to your account. Accordingly, by using the Company Website, you agree to consider your user name and password as confidential information and to keep your user name and password confidential. You also agree not to use another Authorized User's user name and password. You will immediately notify the Company if you become aware of any loss or theft of your password or any unauthorized use of your user name and password. Company cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. Company reserves the right to delete or change a user name or password (with notice) at any time and for any reason.

3. Privacy Policy. You understand, acknowledge, and agree that the operation of certain programs, services, tolls, materials, or information of the Company Website requires the submission, use, and dissemination of various personal identifying information. Accordingly, if you wish to access and use those programs, services, tools, materials, or information of the Company Website, you acknowledge and agree that your use of the Company Website will constitute acceptance of Company's personal identifying information collection and use practices. Please see Company's [Privacy Policy](#) for a summary of Company's personal identifying information collection and use practices.

4. **Links to other Sites.** Company may provide links, in its sole discretion, to other sites on the World Wide Web for your convenience in locating or accessing information, products, and services. These sites have not necessarily been reviewed by Company and are maintained by third parties over which Company exercises no control. Accordingly, Company expressly disclaims any responsibility for the content, materials, the accuracy of the information, and/or quality of the products or services provided by, available through, or advertised on these third-party Web sites. Moreover, these links do not imply an endorsement with respect to any third party or any Web site or the products or services provided by any third party.

5. **Other Products.** Any reference made by the Website to any specific commercial product, process, or service (or provider of such product, process or service) by trade name, trademark, hyperlink, or otherwise, does not constitute or imply an endorsement, recommendation, or favoring by Upsell Expert. Content on the Website may be provided by third parties and users. Any opinions, advice, statements, services, offers or other information expressed or made available by third parties, including information providers, users or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of Company.

6. **Refund Policy.** Upsell Expert will provide full refunds requested within seventy-two (72) hours of the purchase date. After the seventy-two (72) hour period, you cannot receive a refund.

7. **Termination.** These terms are effective until terminated by either party. You may terminate these terms at any time by destroying all Content obtained from any and all Website(s) and all related documentation and all copies and installations thereof, whether made under this TOS or otherwise. The privileges granted to you by these terms, including the maintenance of a member account, will terminate immediately without notice from Upsell Expert if, in Upsell Expert's sole discretion, you fail to comply with any provision of this TOS. Upon termination, you must destroy all Content obtained from the Website and all copies thereof, whether made under this TOS or otherwise. Company may take such further action as Company determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and Company shall not be liable for any damages of any nature suffered by any customer, user, or any third party resulting in whole or in part from Company's exercise of its rights under this TOS.

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9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL UPSSELL EXPERT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE CONTENT ON THE WEBSITE, EVEN IF COMPANY OR A COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE.

10. **International Users.** The Services is controlled, operated and administered by Upsell Expert from our offices within the United States of America. If you access the Services from a location outside the United States of America, you are responsible for compliance with all local laws.

11. **Jurisdiction.** This TOS has been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of Florida. This TOS shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard to its principles of conflict of laws. Company makes no representation that the Company Website is appropriate or available for use in other locations outside the State of Florida, and access to the Company Website from states, territories, or nations where any aspect of the Company Website is illegal is prohibited. You access the Company Website on your volition and are responsible for compliance with all applicable local laws with respect to your access and use of the Company Website. Except as otherwise expressly provided herein, any claim, dispute or Proceeding ("Action") arising out of related to the use of this Website or these TOS shall be resolved exclusively in the federal or state courts located in the State of Florida and within its Counties. You hereby irrevocably consent to the personal jurisdiction of such courts and

waive any objections thereto that you may have on the basis of forum non-conveniens, venue, jurisdiction or otherwise. To the fullest extent permitted by applicable law, no Action with respect to this Website shall be joined to an Action involving any other party, whether through class action proceedings or otherwise.

12. **Indemnity.** You agree to indemnify, defend and hold harmless Upsell Expert and affiliates and all of their respective employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, cost, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from any breach by you.

13. **Severability.** If for any reason a court of competent jurisdiction finds any provision (or portion thereof) of this TOS, to be unenforceable, the remaining provisions (or portions thereof) shall be enforced to the maximum extent permissible and shall continue in full force and effect. No waiver or failure to exercise or enforce any right or provision of this TOS shall be deemed a further or continuing waiver of such right or provision or a waiver of any right or provision.

14. **Entire Agreement.** This TOS and Privacy Policy constitute the entire agreement between you and Upsell Expert with respect to the subject matter hereof, and supersedes all previous written or oral agreement between the parties with respect to such subject matter.

15. **Contact Us.** If you have any question or comments regarding these TOS, the Privacy Policy or the Website in general, please contact us via email at contact@upsellexpert.com

16. **Last Update.** Our TOS were last updated on January 28, 2019.