



Online Service Agreement

Vieth ("Vieth") provides a Membership Management System ("MMS") as is an Internet-based online information and communication Software as a Service ("SaaS"). This is Vieth's Online Service Agreement for that service ("Agreement"). BY ACCESSING OR USING MMS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE MMS. Modifications to this agreement can be done by addendum, agreed upon by both parties.

1. DISCLAIMER

The information and software contained in the MMS is for the purpose of assisting member-based organizations and their members. Nothing contained in the MMS is intended to be instructional for management of a member-based organization. The information should not be considered complete. The information contained in the MMS is compiled from a variety of sources - Information Service Providers ("ISP"). Vieth nor the ISP directly or indirectly practice management consulting as part of the MMS.

MMS SERVICES, MMS SOFTWARE, and INFORMATION ACCESSED through the MMS ("services") ARE provided "AS IS" without warranty, express, or implied. Vieth hereby excludes all implied warranties of merchantability and fitness for a particular use or purpose with respect to the services (*other than what the services are designed for*). There are no warranties which extend beyond the description on the face OF THIS AGREEMENT. Vieth and ISP make no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness, or suitability of the services beyond this document. Vieth and ISP cannot and do not warrant against human and machine errors, omissions, delays, interruptions, or losses, including loss of data. Vieth and ISP cannot and do not guarantee or warrant that files available for downloading from this online site will be free of infection by viruses, worms, Trojan horses, or other code that manifest contaminating or destructive properties. Vieth and ISP do not warrant or guarantee that the functions or services performed in MMS will be uninterrupted or error-free or that defects in the MMS will be corrected. Users of the MMS are responsible for (1) implementing and maintaining adequate procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and (2) maintaining a means external to the MMS for the reconstruction of any lost data.

2. OTHER SITES

You are encouraged to use discretion while browsing the Internet on searches initiated at the MMS. MMS links may lead unintentionally to sites containing information that some people may find inappropriate or offensive. It may also lead to sites which contain inaccurate information, false or misleading advertising, or information which violates copyright, libel or defamation laws. Vieth and ISP make no representations concerning any effort to review all of the content of sites listed in its catalog (indeed, given the number of results from any browsing which starts with a MMS link that would be practically impossible).

3. REVIEW OF POSTINGS & UPLOADS

The MMS does not and cannot review all communications and materials posted or uploaded to the MMS and are not responsible for the content of these communications and materials. However, Vieth reserves the right to block or remove communications or materials in the MMS that it determines, upon being made aware of any matters it deems inappropriate, and in its sole discretion, to be (a) abusive, libelous, defamatory or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright or trademark, other intellectual property right of another or (d) offensive or otherwise unacceptable to the MMS. ANY MESSAGES, ADVICE, OPINIONS, OR OTHER INFORMATION CONTAINED IN ANY DISCUSSION AREA SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION NOR THE OPINION OF ANYONE IN ANY WAY AFFILIATED WITH VIETH OR ITS ISP, INCLUDING WITHOUT LIMITATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR OTHER STAFF AND AGENTS.

4. LIMITED LICENSE

By this Agreement, Vieth grants, subject to the terms of this Agreement, only a limited, non-transferable and non-exclusive license to use the software and documentation necessary to access, explore, and otherwise use the MMS in real time and to use the materials in the MMS in a manner consistent with paragraph 11 (Copyright) below.

5. USER'S AGREEMENT

You agree to: (a) maintain any client equipment necessary for your access to, and use of, the MMS ; (b) maintain the security of your user identification, password, and other confidential information relating to your MMS account; and (c) be responsible for all charges resulting from use of your MMS account, including unauthorized use prior to your notifying Vieth of such use and taking steps to prevent its further occurrence by changing your password.



6. ONLINE COMMUNICATIONS

If informed of issues related to the *Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003* (CAN-Spam Act), by any or all ISP or FCC agencies, of violations stemming from the use of the MMS via the communication tools, Vieth reserves the right to take corrective action (shut down communication services and contact the Client as to the nature of the issue) until said issues (or violations) are corrected. For more information on the Act and how to handle Spam, see the FCC's Guide [here](#).

6.1 Your participation in online communications occurs in real time and is not edited, censored, or otherwise controlled by the MMS. Vieth cannot and does not screen content provided by you to the MMS. In reserving the right to monitor these activities, Vieth assumes no responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on or in the MMS.

6.2 You may send and receive electronic mail ("email"), engage in conferences and chats, download and upload files, and otherwise use the MMS as permitted by this Agreement, Vieth's operating policies, and applicable law. Files that you upload, public messages that you send, and your activity in conferences and chats are subject to review, modification, and deletion without notice by the forum manager responsible for the MMS area where you're uploading or where other activity is taking place (or by an individual designated by such forum manager for such purpose). Vieth's operating policies relating to online conduct, storage and deletion of email, and uploaded files, conferences, bulletin boards ("BBS") and other matters are available and/or will be made available online in the MMS system (see the BBS instructions in the Help files). Vieth reserves the right in its sole discretion to change such policies at any time. Files uploaded to a BBS may be subject to posted limitations on usage, reproduction, and/or dissemination, and you are responsible for adhering to such limitations if you download them. The discretion of Vieth or any of its agents to review, modify, or delete information as forum manager is not an assumption of responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on the MMS, nor should that discretion be read to imply any such assumption. Vieth assumes no responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on the MMS.

6.3 You are responsible for your communications and your use of the MMS. You may not, under any circumstances, do any of the following: (a) use simultaneous, unattended, or continuous connections to the MMS with one account as each member has their own username and password; (b) post or transmit any message which is libelous or defamatory; (c) post or transmit any message, data, image, or program which is indecent, obscene, or pornographic; (d) post or transmit any message, data, image, or program that would violate the property rights of others, including unauthorized copyrighted text, images, or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion; (e) use the MMS to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; (f) intercept or attempt to intercept email or other private communications not intended for you; (g) send email to users or other Internet users for any purpose other than personal communication, including to advertise or offer to unsolicited sell goods or services to other users, use as a mass unsolicited distribution medium to communicate a generally unsolicited message, or use your email account as an address to which users or other Internet users need to respond (except as otherwise expressly permitted by Vieth); (h) send unsolicited email messages through third-party mail servers in order to relay your email or hide the origination of your email to others; (i) upload or download files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control the rights to such files or have received all necessary consents; (j) upload files that contain a virus or corrupted data; (k) delete any author attributions, legal notices or proprietary designations or labels in a file that you upload to a BBS or the MMS; (l) falsify the source or origin of software or other material contained in a file that you upload to a BBS or the MMS; (m) use the MMS in a manner that adversely affects the availability of its resources to other users; (n) use, download, or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a subscriber to the MMS, the user directory or any portion thereof other than for personal, non-commercial purposes (except as otherwise expressly permitted by Vieth); (o) falsely purport to be an employee or agent of the MMS; (p) cause repeated disruptive incidents; or (q) act, or fail to act, in your use of the MMS, in a manner that is contrary to applicable law or regulation. In addition, you may not post or transmit any message which is harmful, threatening, abusive, or hateful. It is not the intent of Vieth to discourage users from taking controversial positions or expressing vigorously what may be unpopular views in the MMS; nonetheless, Vieth reserves the right to take such action as it deems appropriate in cases where the MMS is used to disseminate statements which are deeply and widely offensive and/or harmful. Each time you upload a file on the MMS, you represent and warrant that you own or otherwise control the rights or have the necessary consents to do so, and you grant every other user the right to download and use such file. Your failure to observe any of the foregoing limitations or obligations may result in civil or criminal liability. To the extent that you are uncertain whether what you seek to say or do on the MMS may fall into one of the above prohibited categories, you should assume it would violate this paragraph and you should not engage in that conduct.



7. PRIVACY POLICY

Vieth considers its users' privacy to be of the utmost importance. Please see the Vieth Securities & Privacy Policies in Addendum B for a detailed description of our information gathering and dissemination practices for the Vieth website.

8. OPERATION

Vieth reserves complete and sole discretion with respect to the operation and programming of the MMS SaaS. Vieth may, among other things: (a) delete email if it has not been accessed by a user within the time established by Vieth's policies; (b) subject to Section 6, make available to third parties information relating to the MMS and users; and (c) withdraw, suspend, or discontinue any functionality or feature of the MMS. Vieth assumes no responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on the MMS.

Vieth may, in its complete and sole discretion, review uploaded files, conferences, BBS, forums, and chats and authorize restrictions on access thereto. Vieth will not review the contents of email except as required or allowed by applicable law or legal process. If informed of issues related to the CAN-Spam Act by any or all ISP or FCC agencies, of violations stemming from the use of the MMS via the communication tools, Vieth reserves the right to take corrective action (shut down communications services and contact the Client as to the nature of the issue).

9. USER REPRESENTATIONS

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement and to use the MMS in accordance with this Agreement. You agree to be financially responsible for your use of the MMS (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

10. CONTENT

Statements made in websites, newsgroups, message boards, email, forums, conferences, and chats reflect only the views of their authors. Forum managers, forum hosts, CPs, or Merchants appearing on the MMS are not authorized Vieth spokespersons, and their views do not necessarily reflect those of Vieth.

11. COPYRIGHT

The entire contents of the MMS are copyrighted as a collective work under the laws of United States and other copyright laws. Vieth holds the copyright in the collective work. The collective work includes works which are the property of the ISP, which are also protected by copyright and other intellectual property laws. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the material from the different areas of the MMS solely for your own non-commercial use, unless otherwise permitted (e.g., in the case of electronic coupons, etc). Any redistribution, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded from the MMS.

12. LICENSES AND IDEA SUBMISSIONS

You agree to grant to Vieth a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display, and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services of the MMS) you submit to public areas of the MMS (such as BBS, forums, and chat rooms) by all means and in any media now known or hereafter developed. You hereby waive all rights, legal, moral, or otherwise, in any such materials and information, and you hereby warrant that any such materials and information are original with you, or that you have the right to submit such materials and information. You agree that you shall have no recourse against Vieth for any alleged or actual infringement or misappropriation of any proprietary right in your communication.

13. INDEMNIFICATION

Client shall indemnify and defend Vieth and the officers, directors, attorneys, and employees of Vieth (each, an "indemnified party") against any claim, suit, or proceeding brought against any of the Indemnified Parties and agrees to pay all reasonable costs (including reasonable attorney's fees) finally awarded against any of the Indemnified Parties or which any of the Indemnified Parties shall incur or suffer which arise out of, result from, or are related to: (a) any material breach by Client of this Agreement; (b) the results obtained, products obtained, transactions attempted or processed, or decisions made by Client or any other of its users of any service; (c) any claim, cost, expense, damages, or loss arising as a result of any act, omission, misuse,



or use of any portion of the services by Client or any of Client's members; (d) any claim of any nature brought by any third party or entity who may suffer damages of any sort as a direct or indirect result of Client's activities relating to or in connection with any service, including but not limited to any dispute with one or more of Client's members; (e) the advertisements; or (f) any claims of infringement of any copyright, patent, or trade secret or other proprietary rights arising from the Client content, the hosted content, or from any unauthorized modification, enhancement, or misuse of any service by Client. Client shall not settle any such claim without Vieth's prior written consent. Vieth shall promptly notify Client in writing of any claim arising or potentially arising under this indemnity.

14. WAIVER, RELEASE, AND LIMITATION OF LIABILITY

VIETH, ITS OFFICERS, DIRECTORS, EMPLOYEES, PROVIDERS, OR AFFILIATES WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, COSTS, OR EXPENSES RELATING TO (A) THE SERVICES; (B) THE TECHNOLOGY USED TO PROVIDE THE SERVICES; (C) THE CLIENT'S CONTENT; (D) THE RESULTS THAT MAY BE OBTAINED OR DECISIONS MADE USING ANY PART OF THE SERVICES; OR (E) ANY DAMAGES RESULTING FROM UNAUTHORIZED THIRD PARTY MISUSE OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ADDENDUM, IN NO EVENT SHALL VIETH BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR INFORMATION OR LOST PROFITS, THAT RESULT FROM THIS AGREEMENT, INCLUDING THE USE OF, OR INABILITY TO USE ANY OF THE SERVICES, OR ACTION OR INACTION WITH RESPECT TO THE VIETH WEBSITE, EVEN IF VIETH IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY OF LOSS. THIS PROVISION SHALL NOT APPLY TO DAMAGES ARISING SOLELY FROM THE PROVEN NEGLIGENT ACTS OF VIETH, ITS AGENTS, OR ASSIGNS. VIETH'S TOTAL LIABILITY TO CLIENT SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL MMS MONTHLY FEES PAID BY CLIENT TO VIETH UNDER THIS AGREEMENT IN THE TWO (2) MONTHS PRIOR TO WHEN THE LIABILITY ARISES.

15. THIRD PARTY RIGHTS

The provisions of paragraphs 13 (Indemnification) and 14 (Waiver, Release, and Limitation of Liability) are for the benefit of Vieth, its officers, directors, employees, agents, licensors, suppliers, and ISP, and are intended to, and shall, be read as broadly as possible to protect their interests. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

16. TERM; TERMINATION

16.1 Either the Client or Vieth may terminate the Client's right to use the MMS at any time, with or without cause, upon notice. Vieth also reserves the right to terminate or suspend your MMS membership without prior notice, but Vieth will confirm such termination or suspension by subsequent notice. Upon request, Vieth will provide you with your member and event registration data, regardless of termination reason, within 30 days of the termination notice (see Section 18. Notice). The provisions of paragraphs 11 (Copyright), 12 (Licenses and Idea Submissions), 13 (Indemnification), 14 (Waiver, Release, and Limitation of Liability), 15 (Third Party Rights), and 17 (Miscellaneous) shall survive any termination of this Agreement.

16.2 Termination for Convenience. Notwithstanding anything herein to the contrary, Client may terminate this Agreement or any Addendum at any time without cause in writing, delivered by verifiable means, to Vieth. See 18 (Notice) below for acceptable means of notification.

16.3 Termination for Cause. Either party may terminate this Agreement for breach, provided the non-breaching party provides prior written, email, and/or other notice of such breach to the other party and an opportunity to cure such breach within ten (10) days of notice for breach of payment obligations, and thirty (30) days of notice for all other breaches. If the breaching party is not able to cure the breach within such time period, the non-breaching party may terminate this Agreement immediately. In addition to any other rights it may have under this Agreement or applicable law, Vieth may terminate this Agreement, terminate any or all of the Addenda, or suspend service in the event of (a) a payment default that is not cured by Client within ten (10) business days of notice thereof; (b) Client's failure to comply with any other obligation of Client under this Agreement; or (c) Client ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) days or making an assignment for the benefit of its creditors.

16.4 Effect of Termination. In the event of termination of this Agreement, Client and its members' passwords will be deactivated; Client's basic monthly fee will not be refunded or prorated for the remainder of the month in which the Agreement is terminated; and Client and its members shall no longer have access to or be able to use any of the services upon termination of this Agreement by Vieth for any reason, no later than thirty (30) days following the termination date. Client upon request shall receive, within 30 days from said request, a copy of all Client member and event registration data stored on Vieth's computer system, provided the account is up to date, all fees, penalties, and late fees have been paid in full, and Client pays all applicable service fees (if applicable) with such request.



17. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. You agree that any legal action or proceeding between Vieth and the Client for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction for Eaton County, Michigan, United States. Any cause of action or claim you may have with respect to Vieth must be commenced within six (6) months after the claim or cause of action arises. Vieth's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Vieth may assign its rights and duties under this Agreement to any party at any time without notice to you.

18. NOTICE

Vieth may deliver notice to you under this Agreement by means of electronic mail (Client contact email), a general notice on MMS (Support Ticket via email to a Client administrator's email), or by written communication delivered by first class U. S. mail to your address on record in Vieth's account information. You may give notice to Vieth at any time via electronic mail to MMS (Help Desk via Submit a Request) or by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

Vieth Consulting, LLC
Attn: Chief Executive Officer/President
209 S. Bridge Street
Grand Ledge, MI 48837
Electronic Mail: service@viethconsulting.com

19. SEVERABILITY

The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

20. SERVICE GUARANTEES

Vieth – MMS service level guarantees:

- a. In the event an error in the MMS programming is discovered (something in the MMS that does not work as intended by Vieth), it will be corrected within 48 hrs.
- b. Excluding weekends and holidays, a representative of Vieth will be available by phone or email within the hours of 9AM - 5PM Eastern Standard Time.
- c. Outside of business hours, we will respond to all emails (service@viethconsulting.com) and phone calls (1-800-336-3008) within 24 hours. Weekends and holidays response times may vary but will be acknowledged within 24 hours.
- d. The MMS will have a system uptime upwards of 99.9%. (MMS server will be up-and-running 99.9% of the time within any given month).

If Vieth fails to fulfill this level of service within a given month, client will receive, upon request, a refund of the MMS/hosting fees for the month in question. Claims may be made up to 30 days past the end of the month in question.