



Automated List Profits

PROFITABLE LIST BUILDING MADE EASY

An Original Product Created by AutomatedListProfits.com

Important:

This License Granted to You by the Resale Agent of Promote Labs, Inc. is Non-Transferable. In other words - the product is licensed **only to you**.

You are 100% responsible for your own set up, customer service to your clients, sales order processing, modifications, rebranding and website set up.

In consideration of the covenants and obligations contained herein, Assignor and Assignee represents and agrees as follows:

[YES] You Can *Use This Product Yourself*

[YES] You Can *Sell This Product* at a Price Point Determined by You.

[YES] You Can Give Away The Product (NOT The Source Code Files) To Your Subscribers, *Members or Customers as a Bonus or Gift*.

[YES] You Can *Add This Product to a Membership Site* or Bundled Within a Product Package as a Bonus.

[YES] You Can *Modify the Product Anyway You See Fit* To Add/Remove Content or Make It a Brand New Unique Product, Break It Up Into Articles, Email or Online Course Lessons.

[YES] You Can *Rebrand, Rename, Redesign* The Product & Create New Graph

[NO] You CANNOT Give Away, sell or transfer *the Private Label Rights* to any third party.

[NO] You CANNOT Use the names of *Simon Hodgkinson or Jeremy Gislason* in any of your marketing, advertising or promotional campaigns.

[NO] You CANNOT *Claim Copyright*

[NO] You CANNOT *Sell Private Label Rights, Master Rights or Resell Rights* to this Product IN ANY FORM

STOP: *Read all information carefully.*

Intellectual Property Rights: Promote Labs, Inc. or its licensor is the owner or licensee of all intellectual property rights forming part of this products and its documentation (including the marks). Neither this agreement nor any license or sub-license granted under this agreement shall be construed to convey or transfer any ownership or proprietary interest in any Intellectual Property Rights in this product, documentation or the marks to the reseller or any third party.

Reseller's Obligations: The Reseller shall use best endeavors to promote and market this product (at its own cost), seek orders for the products using all due care and diligence and shall cultivate and maintain good relations with the reseller's clients and potential clients in accordance with sound commercial principles.

The Reseller shall conduct (at its own cost) the promotion and marketing of this product along with the provision of support services with all due care and diligence.

The Reseller shall provide first level support and maintenance services to the reseller's clients.

The Reseller shall not: Describe itself as agent or representative of Promote Labs, Inc. except as expressly authorized by this Agreement;

Hold itself out, or permit any person to hold it out, as being authorized to bind Promote Labs, Inc. in any way nor do any act which might reasonably create the impression that it is so authorized;

Pledge the credit of Promote Labs, Inc. in any way;

Use any advertising, promotional or selling materials in relation to the Marks, except those supplied or approved by Promote Labs, Inc.

Engage in any conduct, which in the opinion of Promote Labs, Inc. is prejudicial to business or the marketing of these products generally;

Make or give any promises, warranties, guarantees, or representations concerning this product other than those contained in the documentation.

The Reseller shall indemnify and keep indemnified Promote Labs, Inc. from and against any and all loss, fees, and costs incurred by Promote Labs, Inc. resulting from breach of this Agreement by the Reseller including:

Any act, neglect, or default of the Reseller's agents, employees, licensees, or Clients;

Breaches resulting in any successful claim by any third party alleging libel or slander in respect of any claim in any documentation or any other matters arising from the resale of this product PROVIDED THAT such liability has not been incurred by Promote Labs, Inc through any default on its part in carrying out the terms of this Agreement.

The Reseller shall pay all expenses of and incidental to performing its obligations under this Agreement.

Warranty: Promote Labs, Inc and its licensed agent does not warrant that the functions of the product will meet any particular requirements or that their operation will be entirely error-free or that all program defects are capable of correction or improvement. All other warranties including any implied warranties of merchantability, satisfactory quality or fitness for purpose or ability to achieve a particular result are hereby

excluded. In the absence of fraud, no oral or written information or advice given by Promote Labs, Inc. or its agents or licensees shall create a warranty or give rise to any other liability other than is given in this Agreement.

Limitation of Liability: Save in respect of claims for death or personal injury arising from Promote Labs, Inc's negligence, in no event will Promote Labs, Inc be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of Promote Labs, Inc. whether such damages were reasonably foreseeable or actually foreseen.

Except as provided above in the case of personal injury, death, and damage to tangible property, Promote Labs, Inc's maximum liability to the Reseller for any cause whatsoever (whether in the form of a refund, the additional cost of remedial services or otherwise) will be for direct costs and damages only, and will be limited to, where the event is covered by Promote Labs, Inc's insurance policies, the amount which Promote Labs, Inc. actually recovers from its insurers under those policies, to a sum equivalent to the price paid to Promote Labs, Inc. under this Agreement for the Product

In no event shall Promote Labs, Inc. be liable to the Reseller for any losses whatsoever (whether lost future revenues, lost future profits, expenditure incurred to no benefit, or otherwise) suffered or incurred by the Reseller solely or substantially because this Agreement has been terminated.

All liability that is not expressly assumed in this Agreement is hereby excluded. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this clause, Promote Labs, Inc ' includes its employees, sub-contractors and suppliers. The Reseller acknowledges that Promote Labs, Inc 's employees, sub-contractors and suppliers shall have the benefit of the limits and exclusions of liability set out in this clause in terms of the Contracts (Rights of Third Parties) Act 1999. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.

Both parties acknowledge and agree that the limitations and exclusions of liability set out in this clause are reasonable and have been agreed taking into account the commercial value of this Agreement to each party and the commercial standing of each party.

Interpretation: In this Agreement unless the context otherwise requires:

Words importing any gender include every gender; Words importing the singular number include the plural number and vice versa;

Words importing persons include firms, companies and corporations and vice versa;

References to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

Reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

The headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;

Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;

Any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

Any party who agrees to do something will be deemed to fulfill that obligation if that party procures that it is done.

In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in the body of this Agreement shall take precedence.

Agency, Partnership: This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

Amendments: This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties.

Announcements: No party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other party.

Severance: If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

Language: This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

Reservation of Rights: All rights not specifically and expressly granted to the Reseller by this Agreement are reserved to Promote Labs, Inc. **Proper Law and Jurisdiction:** In cases of dispute legal resolution shall be determined by Court of NV, USA and both parties submit to the exclusive jurisdiction of that Court for such purposes.

These Terms Will Be Enforced To Protect All License Holders

*Break Them And Your License Will Be Terminated Without Refund And Your License Revoked
Immediately - Legal Action And Costs May Be Sought From Anyone Breaking Terms
And Offering 'Against' License.*

If In Doubt - ASK FIRST!

Support Desk: <http://www.MemberSupportSite.com>