

Exclusive Membership From Simon & Jeremy...

Automated ListProfits

Monetized List Building Report Packages With PLR



**NON TRANSFERABLE
PRIVATE LABEL
RIGHTS LICENCE**

[Do Not Distribute]

An Original Product Created by AutomatedListProfits.com

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

As A PLR Owner You Can:

- 1.) You **Can** Use This Product Yourself
- 2.) You **Can** Sell This Product at a Price Point Determined by You.
- 3.) You **Can** Give Away The Product (NOT The Source Code Files) To Your Subscribers, Members or Customers as a Bonus or Gift.
- 4.) You **Can** Add This Product to a Membership Site or Bundled Within a Product Package as a Bonus.
- 5.) 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.
- 6.) You **Can** Rebrand, Rename, Redesign The Product & Create New Graphics to Call It Your Own.

As A PLR Owner You Cannot:

- 1.) You **Cannot** Give Away, sell or transfer the Private Label Rights to any third party.
- 2.) You **Cannot** Use the names of Simon Hodgkinson or Jeremy Gislason in any of your marketing, advertising or promotional campaigns.
- 4.) You **Cannot** Claim Copyright
- 5.) You **Cannot** Sell Private Label Rights, Master Rights or Resell Rights to this Product in any form.

Intellectual Property Rights: MemberSpeed Inc. or it's 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 licence or sub-licence 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 endeavours 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 MemberSpeed Inc. except as expressly authorised by this Agreement;

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

Pledge the credit of MemberSpeed Inc. in any way;

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

Engage in any conduct which in the opinion of MemberSpeed Inc. is prejudicial to business or the marketing of this 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 MemberSpeed Inc. from and against any and all loss fees and costs incurred by MemberSpeed Inc. resulting from breach of this Agreement by the Reseller including:

Any act or 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 MemberSpeed 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: MemberSpeed 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 MemberSpeed 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 MemberSpeed Inc's negligence, in no event will MemberSpeed 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 MemberSpeed 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, MemberSpeed 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 MemberSpeed Inc's insurance policies, the amount which MemberSpeed Inc. actually recovers from its insurers under those policies, to a sum equivalent to the price paid to MemberSpeed Inc. under this Agreement for the Product

In no event shall MemberSpeed 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 MemberSpeed Inc.' includes its employees, sub-contractors and suppliers. The Reseller acknowledges that MemberSpeed 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 fulfil 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 authorised 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 MemberSpeed 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 Licence Holders - Break Them And Your License Will Be Terminated Without Refund And Your Licence Revoked Immediately - Legal Action And Costs May Be Sought From Anyone Breaking Terms And Offering 'Against' Licence.

If In Doubt - ASK FIRST!

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