

User Agreement Terms and Conditions

Welcome to www.smashinnovations.com ("the Site"). This User Agreement (this "Agreement") is between the Site's owners ("Smash Innovations, LLC", "we" or "us") and all users of and visitors to the Site ("You" or "Your"). The Agreement describes the terms and conditions governing use of the Site and the products and services the Site offers, including the Smash contact relationship management system (collectively, the "System"), to which You agree as a condition of participating in the Smash System. You agree to read and accept all of the terms and conditions of this Agreement and our Privacy Policy, Social Media Policy and Anti-Spam Policy, each of which is incorporated herein by this reference and constitutes a part of this Agreement.

The Agreement supersedes any prior agreements, communications and proposals between You and us. Smash Innovations, LLC may modify this Agreement at any time, and without prior notice, by posting any such amended terms on its website. Your continued use of the Smash Innovations, LLC website and participation in the Smash System indicates Your acceptance of the amended Agreement and You agree and acknowledge that You will review these Terms and Conditions on a regular basis. You further agree that upon logging in and viewing the site You are deemed to have reviewed and accepted the Terms and Conditions as amended.

By clicking on the "Accept" button below, You agree to the terms of this Agreement, which constitutes Your legal, valid and binding obligation, enforceable against You in accordance with its terms. You further represent and warrant that the execution, delivery and performance by You of this member Agreement are within your legal capacity and power and do not require the approval or consent of any other persons.

Description of The Smash CRM System

Website publishers ("Advertisers") and consumers ("Consumers") are invited to be registered participants ("Members") in a Web-based Contact Relationship Management (CRM) System. Smash Innovations, LLC provides a state of the art CRM for Consumers to use to build their business and maintain business and personal relationships via a single online resource. In addition, Advertisers pay to have their websites featured on the Site by purchasing bidding on Ad Space. Any eligible Member may participate as both an Advertiser and a Consumer.

Eligibility

In order to participate in the System, Members must be of an age eligible to enter into contracts in the jurisdiction in which they reside. Minors under this age are not eligible for the Smash Innovations, LLC System, and users that have been suspended, removed or otherwise terminated, for any reason, by Smash Innovations, LLC from the System, are prohibited from using the Site and the System. Smash Innovations, LLC is open to U.S. and International Members and is void where prohibited by local governing laws.

Email Opt-In

By becoming a Member of Smash Innovations, LLC, You agree to receive emails from Smash Innovations, LLC, relating to new offers and/or account notifications related to Your Smash Innovations, LLC Account including balance changes, payment notifications, offer completions, private messages received, etc. You may opt out at any time under the "unsubscribe" link at the bottom of any [email](#) from us.

Member Responsibility

You may not have more than one account. You are prohibited from selling, trading, or otherwise transferring Your Smash Innovations, LLC [account](#) to another party of any kind.

Upon signing up to become a Member, You are responsible for maintaining the confidentiality of Your password and account and for all activities that occur under Your password or account, with or without Your knowledge. Do not provide Your password or account information to another person. You agree to use Your own name and email address in the [signup](#) process and may not assume multiple or false identities. Smash Innovations, LLC is not limited as to accounts per household or accounts per computer but is limited to one account per individual.

You agree not to promote, advertise or mention Smash Innovations, LLC on any Third Party Site in any way that is contrary to applicable laws or regulations, including but not limited to the U.S. Copyright Act, applicable international conventions, the regulations of International Corporation for Assigned Names and Numbers (ICANN) and the laws of the jurisdiction in which You reside. Further, You agree not to participate in any illegal activities that relate to the Smash Innovations, LLC Smash System in any way, including, but not limited to, illegal activities through Your Smash Innovations, LLC URL, via email, on message boards, social networking sites, or anywhere else (Smash Innovations, LLC's anti-spam policy is incorporated herein by this reference and is made a part of this Agreement).

You further agree not to refer Yourself to Smash Innovations, LLC or attempt to do so and not to post content or to initiate communications on the Site which are unlawful, defamatory, abusive, obscene, indecent, discriminatory, or otherwise objectionable.

You further agree not to modify copy, distribute, transmit, display, perform, reproduce, publish, license, [create](#) derivative works from, transfer or sell any information, [software](#), products or services obtained from Site or the System without our prior written approval.

You further agree not to upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or Smash

Systems designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

Should Smash Innovations, LLC detect any instances of fraud, system abuse, violation of this Agreement or any type of activity deemed to be inappropriate or illegal in the sole discretion of Smash Innovations, LLC, these actions may result in the offending Member's termination from the Site and possible legal action as well as forfeiture of any earned commissions not yet disbursed to You from Smash Innovations, LLC.

Relationship of the Parties

Nothing in this Agreement creates any partnership, joint venture, agency, franchise, sales representative or employment relationship between You and Smash Innovations, LLC. You understand that You do not have authority to make or accept any offers or make any representations on behalf of Smash Innovations, LLC. You may not make any statement, whether on Your site or otherwise, that would contradict anything in this section or the Agreement as a whole. You are solely responsible for the reporting and payment of any taxes for money earned from Smash Innovations, LLC Advertisers and/or Smash Innovations, LLC.

Limitation of Liability

You expressly understand and agree that Smash Innovations, LLC shall not be liable to You or any third party for any direct, indirect, incidental, punitive, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, or for any cost of procurement of substitute services arising in connection with these terms (even if Smash Innovations, LLC has been advised of the possibility of such damages) arising out of or in any way connected with Your use of or performance of the Smash Innovations, LLC Smash System and/or the Smash Innovations, LLC website, whether based on contract, tort, strict liability, negligence or any other legal theory. If You are dissatisfied with any

portion of the Smash Innovations, LLC Smash System and/or the Smash Innovations, LLC website, Your sole and exclusive remedy is to discontinue using the Smash Innovations, LLC Smash System. Some jurisdictions do not allow the limitation of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to You. If any of the provisions in this section or in the Agreement as a whole are not enforceable in any jurisdiction, the remaining enforceable provisions will be enforced to the fullest allowable extent. In no case will Smash Innovations, LLC's monetary liability to you exceed the lesser of (i) \$100; and (ii) the amount of money you have paid to Smash Innovations, LLC. The provisions of this section survive termination or expiration of the Agreement.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE SMASH SITE, SYSTEM, AND SMASH PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESSED OR IMPLIED. NOTWITHSTANDING THE FOREGOING OR ANY STATEMENT TO THE CONTRARY CONTAINED IN THESE TERMS, SMASH DOES NOT WARRANT THAT THE USE OF THE SMASH SITE, OR ITS PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, INCLUDING, BUT NOT LIMITED TO ANY INTERRUPTIONS TO THE SERVICES CAUSED BY THE INTENTIONAL AND/OR MALICIOUS ACTS OF THIRD PARTIES (E.G., "HACKING") NOR SHALL SMASH BE RESPONSIBLE FOR ANY DATA LOSS OR LOSS OF ANY INFORMATION IN YOUR ACCOUNT, REGARDLESS OF THE CAUSE. Smash Innovations, LLC IS NOT RESPONSIBLE IF YOUR COMPUTER OR OTHER DEVICE BECOMES INFECTED WITH MALWARE, VIRUS OR OTHER SMASH SYSTEM THAT AFFECTS THE PERFORMANCE OF YOUR COMPUTER. IT IS YOUR RESPONSIBILITY TO MAINTAIN ADEQUATE ANTI -VIRUS AND ANTI-MALWARE SMASH SYSTEM ON YOUR PC Smash Innovations, LLC IS NOT RESPONSIBLE FOR ANY REPAIR OR VIRUS REMOVAL BILLS AND OR COSTS FOR ANY MEMBER. FURTHERMORE, SMASH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE RESULTS

THAT MAY BE OBTAINED FROM USE OF THE SMASH PRODUCTS OR SERVICES OR THAT THE SMASH SITE OR PRODUCTS AND SERVICES WILL MEET ANY OF YOUR SPECIFIC REQUIREMENTS OTHER THAN AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS. SMASH MAKES NO REPRESENTATIONS OR WARRANTIES AND HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SYSTEM AND PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICE, SOFTWARE, TEXT, GRAPHICS OR LINKS, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

User Warranties; Indemnification

You warrant and represent to Smash that you have all necessary rights, power, and authority to agree to these terms and conditions hereof and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. You further warrant and represent that you are and shall at all times remain in full compliance with all applicable laws, rules and regulations with regard to your use of the Smash Site, Products and Services, including without limitation the Telephone Consumer Protection Act, the Telemarketing Sales Rule, the CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing Act) of 2003, and all other laws and regulations concerning privacy, telemarketing, and Internet marketing.

You hereby agree to indemnify, defend and hold harmless Smash Innovations, LLC, its officers, directors, employees, agents, members, successors and assigns, from and against any and all, fines, judgments, settlement costs, damages or other expenses

(including attorney's fees and costs) arising out of or related to Your actual or alleged use of the site, participation in the Smash System, breach of this Agreement or violation of any right of any third party or any applicable law, rule, or regulation. If this Indemnification clause is invoked, settlement of claims against Smash Innovations, LLC and Smash Innovations, LLC's choice of counsel will be in Smash Innovations, LLC's sole discretion. Smash Innovations, LLC reserves the right to freeze your account if You fail to perform the indemnification responsibilities set forth in this section in a timely manner.

Choice of Law and Jurisdiction

We are incorporated in the State of Wyoming, USA and organized under its laws, which also govern this Agreement.

All disputes between You and Smash arising out of this Agreement or the System shall be resolved by arbitration before a neutral arbitrator in the State of Utah, Salt Lake City County. The arbitrator shall be selected and the arbitration hearing conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association and shall take place in Sale Lake County, unless otherwise agreed by the parties. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims covered by this arbitration provision. Either party may bring an action in court to compel arbitration under this Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgment based on the arbitration award.

Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any claim hereunder. The Commercial Arbitration Rules of the American Arbitration Association shall govern the interpretation and enforcement of this provision. If any court or arbitrator finds that any term makes this section unenforceable for any reason, the court or arbitrator shall have the power to modify such term (or if necessary delete such term) to the minimum extent necessary to make this section enforceable to the fullest extent permitted by law. THE PARTIES HEREBY

WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION, ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THIS AGREEMENT TO ARBITRATE.

Third Party Websites

Smash Innovations, LLC is not responsible for any content provided by third parties, including, but not limited, to the content on Advertisers' websites, the websites of its' payment administration services, or any website that can be linked to through the site, (collectively "Third Party Sites"). Your use of Third Party Sites is governed by the Terms of Service and Privacy Policies of each site, if such Terms of Service and Privacy Policies exist. Smash Innovations, LLC will never charge You membership fees for the Smash Systems on Third Party Sites but some third parties may require You to make a payment in order to complete their offer. You are solely responsible for any charges incurred through Your use of any Third Party Site or participation in a third party's Smash System.

Smash Innovations, LLC is not responsible for the computer Smash Systems available from, content in or opinions expressed on Third Party Sites. The inclusion of a link to a Third Party Site does not imply approval or endorsement of the linked site by Smash Innovations, LLC. If You decide to leave the Site and access any Third Party Site, You do so at Your own risk.

Payments

Payments may be made to Members and from Members to Smash Innovations, LLC through third party payment processors approved by Smash Innovations, LLC ("Payment Processors") or through a Smash Wallet. If you wish to use the Smash Wallet, you must agree to the Wallet Terms and Conditions of Use. Members are required to select a Payment Processor from a list of those Smash Innovations, LLC

approves. The Payment Processor is responsible for payments, and Smash Innovations, LLC makes no guarantees as to their timeliness. Member withdrawals may be subject to limits set forth by Smash Innovations, LLC and/or its Payment Processors.

Pricing: Smash Innovations, LLC may without warning increase or decrease its prices for account upgrades, online services or purchases and any offers on the site. It may also change its methods for making payments or refunding pre-funded accounts. In the event that we decrease our pricing, Smash Innovations, LLC will not offer a refund for items purchased prior to the decrease in pricing.

Usage Policy

In using the Smash System and the Smash products and services, You may make phone calls and otherwise contact businesses or individuals within your contacts. You are entirely liable for telephone calls, emails and other communications originating from your account. You represent and warrant that the owners of the phone numbers to which outbound messages and broadcasts may be transmitted through the Smash Services, have consented or otherwise opted-in to the receipt of such messages and broadcasts. You agree that you will include clear opt-out/unsubscribe information on at least every fifth text message you send through Smash's Services and otherwise adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association. You further agree that any individual requesting "Do-Not-Call" ("DNC") status shall immediately be placed on your DNC accounts list and removed from your list of approved contacts used with the Smash services and the Site. If You require a compliance solution or list scrubbing, You can engage a consultant which provides compliance services.

You agree to familiarize yourself with and abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account, including without limitation the content of the

messages and broadcasts transmitted through the Smash System and its products and services. Without limiting the foregoing, you agree to familiarize yourself with the legalities of any messages, calls, broadcasts, and campaigns transmitted through the Smash System or its services by visiting the following websites:

Federal Trade Commission, <http://www.ftc.gov>

Federal Communications Commission, <http://www.fcc.gov>

DoNotCall Registry Info, <http://www.donotcall.gov>

You may wish to consider the following materials when deciding whether to subscribe to the National Do Not Call Registry as an Exempt Organization:

The FTC Act at 15 U.S.C. §§ 41-58 and related case law.

The Communications Act at 47 U.S.C. §§ 151-757 and related case law.

The Telephone Consumer Protection Act (TCPA) at 47 USC §227 and related case law.

The Telemarketing and Consumer Fraud Abuse Prevention Act at 15 U.S.C. §§ 6101-6108 and related case law.

The Do Not Call Implementation Act at P.L.108-10, 117 Stat. 557, and related case law.

The Telemarketing Sales Rule at 16 C.F.R. § 310 and related Agency statements and case law.

The FCC's rules implementing the TCPA at 47 C.F.R. § 64.1200 and related Agency statements and case law.

The Telephone Consumer Protection Act ("TCPA"), the Federal Trade Commission, the Federal Communications Commission, the DNC list registry rules (<http://www.donotcall.gov>) and various state laws, rules and regulations place restrictions on certain types of phone calls and text messages. For example, the TCPA places limits on unsolicited pre-recorded telemarketing calls to landline home telephones, and all autodialed or prerecorded calls to wireless numbers, emergency numbers, and patient rooms at health care facilities.

Smash is in no way attempting to interpret any laws, rules, or regulations. This information is provided merely as a courtesy and is not intended to replace your

responsibility to familiarize yourself with and abide by the legal requirements pertaining to your messages, broadcasts and campaigns prior to using the Smash System, Site or services. You are ultimately responsible to make your own informed decisions regarding your messages, broadcasts, and campaigns.

You agree to schedule campaigns responsibly and in a manner that is courteous to the recipients pursuant to local, state, national, and international calling time rules and regulations. You are solely responsible for obtaining any rights or licenses to any data, including without limitation sound files, for inclusion in any outbound messages, broadcasts, and campaigns. If you are unfamiliar or unclear on the legalities of any message, broadcast or campaign, you must consult with your attorney prior to your use of the Smash System, Site or services.

You agree that your use of the System or services shall not include:

- Sending unsolicited marketing messages or broadcasts (i.e. spam);
- Sending any calls to life-line services, such as hospitals, fire, police, 911 or utility- related telephone numbers; Harvesting, or otherwise collecting information about others, without their consent; Misleading others as to the identity of the sender of your messages or broadcasts, by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to you; Transmitting, associating or publishing any unlawful, racist, harassing, libelous, abusive, threatening, demeaning, immoral, harmful, vulgar, obscene, pornographic or otherwise objectionable material of any kind;
- Transmitting any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights or other rights of publicity; Interfering with, or disrupting, networks connected to the System or violating the regulations, policies or procedures of such networks; Attempting to gain unauthorized access to the System, other accounts, computer systems or networks connected to the System, through password mining or any other means; or Engaging in any other activity that Smash believes could subject it to criminal liability or civil penalty/judgment.

You agree to provide legal contact information in any outbound campaign within the initial greeting message. You further agree that Smash is, under no circumstances, responsible for the contents and/or accuracy of your messages or broadcasts and Smash will only transmit them on a basis of good faith that you use the System and Smash services in accordance with this Agreement. You will provide your own sound files for all outbound campaigns. Smash will not be liable for any misuse of the Systems or services by You. Furthermore, Smash is not responsible for the views and opinions contained in any of your messages or broadcasts. Calls made by You from the Smash System may be monitored and reported upon each billing cycle to ensure sound traffic patterns.

Privacy Policy

What information do we collect?

We collect information from you when you register on our site or place an order. When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information. You may, however, visit our site anonymously.

What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

- To personalize your experience (your information helps us to better respond to your individual needs)

- To improve our website (we continually strive to improve our website offerings based on the information and feedback we receive from you)

- To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs)

- To process transactions; Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

- To administer a contest, promotion, survey or other site feature

To send periodic emails

The email address you provide for order processing, may be used to send you information and updates pertaining to your order, in addition to receiving occasional company news, updates, related product or service information, etc.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential.

After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be kept on file for more than 60 days.

Refund Policy

CANCELLATIONS, RETURNS AND REFUNDS POLICY

CANCELLATIONS of SUBSCRIPTIONS

It is the policy of Smash Innovations, LLC to allow cancellation of subscriptions at any time. Subscription payments are prepaid one month in advance. The amount paid for the current payment cycle will not be refunded. The payment cycle is from the start date to the end date of one month's subscription.

Customers have 24 (twenty-four) hours to cancel the purchase of any new package for a full refund of the purchase price. No refunds on Electronic/Digital subscriptions or other electronic products will be allowed after that time. If a customer wishes to cancel a transaction, they are responsible to contact their credit card bank to cancel the

transaction and they are also responsible to contact Customer Service. Every effort will be made by the Smash Innovations, LLC Accounting department to assure the transaction is cancelled. However, if the transaction payment cannot be cancelled, the purchase price will be refunded when the Accounting Department receives notification that the payment was received.

RETURNS and REFUNDS of MERCHANDISE

It is the policy of Smash Innovations, LLC to allow merchandise to be returned and refunded under the following conditions:

The customer must contact Customer Service within 14 (fourteen) days of the purchase to obtain an Authorization for Return Number. The Customer can initiate a service ticket, contact support@smashinnovations.com, or phone the Customer service department.

The Service Ticket will be identified as an Authorization for Return Request. The ticket must contain Customer name and ID, the Original Transaction Number, the Date of Purchase, and the Item ID for the item to be returned. The Authorization for Return Number will be provided to the Customer's email, and may also be provided over the phone if the customer has contacted Customer Service by phone.

The Postmark of the returned item must be within 7 (seven) days from the date that the Authorization for Return Number was initiated. The number must be recorded on the outside of the return package.

Items received in a damaged condition require additional notation in the Service Ticket. The customer may be asked to take a picture of the damage and attach it to the request form. Original packaging must accompany the damaged item. Damaged or defective merchandise may be replaced at no charge if a replacement version is available. If a replacement version is not available, the initial purchase price may be refunded. A refund for the purchase price of the item, less a 5% restock fee, will be processed using the same method as used for the purchase. Refunds will be made within 3 (three) business days by the Smash Innovations, LLC Accounting department. The original Taxes and Shipping fees are non-refundable. Return ground-rate shipping can be refunded.

Merchandise must be in unused condition.

Overview of Standard Practice for processing Cancellations, Returns and Refunds

Customer initiates contact to Customer Service within the defined time guideline.

A Service ticket is initiated. Service ticket includes sufficient customer information to enable quick identification and verification of the original transaction.

Packaging for merchandise getting returned must indicate the Authorization for Return Number on the outside of the package to facilitate quick resolution when received. Customer Service will coordinate with any fulfillment services the company may employ.

Customer Service gathers information and determines whether resolution will require any money transactions from Accounting. Customer Service will provide detailed Customer information, including Name, Customer ID, Address, what is being refunded and the amount of the refund.

Accounting processes payment information in the Accounting system, and processes check runs on the next Wednesday after the Service Ticket is received. If it will be more than 3 days until the payment is processed, Customer Service may want to contact the customer to keep them informed.

Accounting documents payment information, including date paid and check number, in the notes section of the Service Ticket and emails the ticket back to Customer Service.

Customer Service reviews the ticket per Customer Service Protocols, and then closes the ticket when appropriate.

Spam Policy

You may not promote Your referral links through unsolicited emailing (i.e. SPAMMING), newsgroup postings, or any other method of mass communication. Failure to comply will result in immediate termination of Your membership with Smash Innovations, LLC, and may result in legal prosecution. Smash Innovations, LLC strictly enforces anti-Spamming laws. Spamming is a Federal crime in the U.S. Any member caught Spamming will not only have their account terminated immediately and lose any past, present and future earnings, but shall also be held liable for spamming as we shall cooperate with any authorities and investigations that may arise from the spamming incident. To use the Smash System, you agree to abide by our Anti-Spam Policy, which will be strictly enforced.

Earnings Disclaimer

We have made every effort to accurately represent our products and services. The representation of the potential of our products and services is subject to our interpretation.

While we believe that the earnings potential for those people who regularly refer others to our products and services is encouraging, You acknowledge that your earning potential is subject to many independent factors, all of which vary from individual to individual and are often out of any individual's control and our control.

As such, we make no warranty or guarantee of any kind that You will experience any specific level of earnings by using our products and services, or by referring other users to the Smash System or its products and services. Any examples we have provided, or may provide to users and potential users of our website, should not be interpreted as any guarantee of income, commissions or earnings. We certainly do not assert that our products and services represent a "get rich scheme." However, we cannot and do not offer you any direct financial advice, nor are we responsible for any

financial or other decisions you make related to the use of products and services from the Smash System. As always, it is your sole responsibility to discuss the legality or financial soundness of any decision you make with a qualified professional before making such a decision.

Advertiser Requirements

Any advertisement submitted for consideration to Smash Innovations, LLC will first be approved by our staff before being activated. Websites containing malicious script or code, excessive pop-ups, or viruses are prohibited. No site (url) that is approved shall materially be changed after approval, such that the content of the site changed after the original approval, is thereafter in violation of the terms of Smash Innovations, LLC. All Members making a payment from one of our Payment Processors may be required to verify their transaction email before any purchases will be approved. This is mandatory to help prevent fraud. In summary, and without being exhaustive, no sites promoting the following shall be submitted to Smash Innovations, LLC:

- Adult Content or Sexually Themed Material
- Drugs and Drug Paraphernalia
- Tobacco Sales
- Discriminatory Practices
- Hate / Violence Sites
- Weapons Sales
- Pharmaceutical Sales
- Illegal Downloads including movies, MP3, software, etc.
- Gambling
- HYIP (High Yield Investment Smash Systems)

In the event that the advertised website goes offline or there is a problem with the ad, the Advertiser may change the link. Smash Innovations, LLC reserves the right to reject advertisements at its sole discretion. If You desire to participate in an advertising program using the System, you agree to abide by the Advertising Program Terms.

Intellectual Property

You are permitted to access the Smash Site, its Products and Services, and any content provided by Smash (which may include text, images, hosted software, sound files, video or other content) solely for the purpose of receiving information about Smash's System, purchasing and utilizing Smash products and services, communicating with Smash, or otherwise as stated on the Smash Site.

The Smash Innovations, LLC logo and names are Smash Innovations, LLC's intellectual property. You agree not to display or use the logo or names, or the name of "Smash Innovations" or "Smashinnovations.com" except as allowed pursuant to this Agreement and our Social Media Policy. Further, all content that is made available to view in connection with the System excluding content that may be made available by end-users through a linked site, is owned by and is the copyrighted work or other intellectual property of Smash Innovations, LLC and is protected by copyright laws and international treaty provisions.

We may have copyrights, trademarks, patents, trade secrets, or other intellectual property rights covering subject matter in the Smash System and Smash products and services, including the web pages that are part of the services and the Site. Except as expressly provided in this Agreement and our Social Media Policy, the availability of the System, and Smash's products and services and the Site does not give you any license to these patents, trademarks, trade secrets, copyrights, or other intellectual property. All copyrights, trademarks, patents, trade secrets and other intellectual proprietary rights contained in the Smash Site and software are the sole property of Smash, which reserves all rights with regard to such materials. You acknowledge and agree that you may not copy, reproduce, retransmit, modify, alter, create any derivative works, reverse engineer, decompile, or disassemble any portion of the System or Smash's products and services, including any proprietary communications protocol

used by the System or services or the Site without the express written permission of Smash.

Pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act, we reserve the right, but not the obligation, to terminate Your license to use the Site if we determine in our sole and absolute discretion that You are involved in infringing activity, regardless of whether the material or activity is ultimately determined to be infringing.

Account Abuse

Multiple registrations shall be grounds for immediate termination of all involved accounts. Registering multiple accounts from the same individual using false identities also constitutes fraud. Any use of Internet bots, also known as "web robots" or simply "bots" would be grounds for immediate termination of Your Smash Innovations, LLC account. Internet bots are software applications that run automated tasks over the internet. Smash Innovations, LLC may file charges for recovery of any earnings received from multiple registrations by the same member or any other type of fraud or abuse outlined within this membership agreement.

Miscellaneous

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this member Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this member Agreement.

Terms and conditions are subject to change at any time without notice.

Forward Looking Statements

Certain statements contained in this Site that are not historical fact are forward-looking statements. We are including this cautionary statement to make applicable and take advantage of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by the use of words such as "believes," "anticipates," "expects," "intends," "plans," "projects," "estimates," "assumes," "may," "should," "will," "likely," "could," or other similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties and other important factors that could cause actual results, performance or achievements to differ materially from the forward-looking statements. These forward-looking statements are based on our current beliefs, intentions and expectations. These statements are neither guarantees nor indicative of Your or Smash's future performance. Important assumptions and other important factors could cause changes in our financial condition or results of operations or could cause actual results to differ materially from those forward-looking statements contained in this website. As there are many factors that will determine both our actual results as a company, and your actual results as a user of our website and the Smash System, we make no guarantees that you will achieve any specific or guaranteed results from your use of the Smash System and its products and services. All forward-looking statements set forth herein and on the Site are qualified by this cautionary statement and are made only as of the date first made.

This Agreement is subject to change at any time without notice.

YOU HAVE READ THE TERMS AND CONDITIONS ABOVE CAREFULLY. THESE LEGALLY BINDING TERMS AND CONDITIONS GOVERN YOUR PARTICIPATION IN THE SMASH SYSTEM, THE SMASH SITE, AND MY PURCHASE OF SMASH PRODUCTS AND SERVICES. YOU ACKNOWLEDGE THAT THESE TERMS AND CONDITIONS APPLY TO ALL PARTICIPANTS IN THE PROGRAM. BY CLICKING ON THE "ACCEPT" BUTTON BELOW AND CHOOSING TO PARTICIPATE IN THE PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF

YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, DO NOT
CONTINUE.