

### **GENERAL DISCLAIMER**

This Web site, is owned and operated by Millennium Marketing Consultancy LLC. and/or Millennium Marketing Consultancy LLC's subsidiary, affiliate or related company (throughout these Terms of Use "Millennium Marketing Consultancy LLC." refers collectively to Millennium Marketing Consultancy LLC. and its subsidiaries, affiliates and related companies and sites) (the "Site"). Millennium Marketing Consultancy LLC. maintains the Site(s) as a service to its visitors, subject to the following terms and conditions concerning the use of the Site ("Terms of Use"). When you use the Site(s), you accept the Terms of Use; if you do not agree to the Terms of Use you may not use the Site(s). Millennium Marketing Consultancy LLC. reserves the right to modify content on the Site and these Terms of Use periodically without prior notice.

#### **Use of Content on the Site**

You may view, download and print contents from the Site subject to the following conditions: (a) the content may be used solely for information purposes; and (b) the content may not be modified or altered in any way. You may not republish, distribute, prepare derivative works, or otherwise use the content other than as explicitly permitted herein.

You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Millennium Marketing Consultancy LLC. without the express written consent of Millennium Marketing Consultancy LLC.. You may not use any meta tags or any other "hidden text" utilizing Millennium Marketing Consultancy LLC.'s name or trademarks without the express written consent of Millennium Marketing Consultancy LLC.. You may not use any Millennium Marketing Consultancy LLC. logo or other proprietary graphic or trademark as part of the link without express written permission.

You do not acquire any ownership rights to any content in the Site. Any unauthorized use terminates the permission or license granted by Millennium Marketing Consultancy LLC..

Any statements contained within the Site concerning Millennium Marketing Consultancy LLC.'s future prospects are "forwarding looking statements" under the Federal Securities laws. There can be no assurance that future results will be achieved and actual results could differ materially from forecasts, estimates and summary information contained in the Site. Important factors that could cause actual results to differ materially include but are not limited to factors discussed in Millennium Marketing Consultancy LLC.'s SEC filings.

#### **Reviews, Comments, Communications, And Other Content**

You may submit comments and provide other content so long as the content is not obscene, illegal, threatening, or defamatory and so long as the content does not invade the privacy or infringe the intellectual property of a third party. Further, such content may not contain software viruses, mass mailings, chain letters, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of the information.

By submitting information, you grant Millennium Marketing Consultancy LLC. a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to reproduce, use, modify, publish, adapt, translate, create derivative works from, distribute and display such content throughout the world in any media. By submitting information you also represent and warrant that the content is accurate; you own or have permission to use the content that you submit; and that use of the content will not cause injury to any person or entity.

## **Products and Services Offered By Millennium Marketing Consultancy LLC on the site**

Millennium Marketing Consultancy LLC. offers products and services on the Site. When you enroll to obtain a product or service from Millennium Marketing Consultancy LLC. on the Site, you accept the specific agreement applicable to that product or service. Your use of any such product or service offered on the Site is governed by the terms and conditions in the agreement for that product or service. Except as provided in that agreement, Millennium Marketing Consultancy LLC. does not warrant that any product descriptions or content contained in this Web site is accurate, current, reliable, complete or error-free.

## **Copyright Information**

The Site and the content within the Site are the property of Millennium Marketing Consultancy LLC. or its suppliers and are protected by United States copyright laws and international treaty provisions. The compilation, organization and display of the content as well as all software and inventions used on and in connection with this Site are the exclusive property of Millennium Marketing Consultancy LLC.. Millennium Marketing Consultancy LLC. reserves all rights in the Site and its content not specifically granted in any agreements with Millennium Marketing Consultancy LLC. or in the Terms of Use.

## **Copyright Complaints**

Millennium Marketing Consultancy LLC. respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement.

## **Trademark Information**

MILLENNIUM MARKETING CONSULTANCY LLC., and other marks indicated on our site are registered trademarks of Millennium Marketing Consultancy LLC. in the United States and/or other countries. Other Millennium Marketing Consultancy LLC. marks, graphics, logos, page headers, button icons, scripts noted on the Site are Millennium Marketing Consultancy LLC.'s service marks, trademarks and trade dress and are the sole and exclusive property of Millennium Marketing Consultancy LLC.. Millennium Marketing Consultancy LLC.'s service marks, trademarks and trade dress may not be used in any manner that is likely to cause confusion among customers, in any manner that disparages or discredits Millennium Marketing Consultancy LLC. and in connection with any service or product that is not sponsored, endorsed or produced by Millennium Marketing Consultancy LLC.. All other trademarks not owned by Millennium Marketing Consultancy LLC. or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Millennium Marketing Consultancy LLC. or its subsidiaries.

## **Privacy Statements**

Because we respect your right to privacy, we have developed a Privacy Statement to inform you about our privacy practices. Millennium Marketing Consultancy LLC. is a licensee of the TRUSTe Privacy Program and is authorized to use the TRUSTe trustmark. Please view the Privacy Policy applicable to the specific site you are reviewing.

## **Third Party Web Sites and Information**

The Site may provide hyperlinks to third party Web sites or access to third party content. Millennium Marketing Consultancy LLC. does not control, endorse, or guarantee content found in

such sites. You agree that Millennium Marketing Consultancy LLC. is not responsible for any content, associated links, resources, or services associated with a third party site. You further agree that Millennium Marketing Consultancy LLC. shall not be liable for any loss or damage of any sort associated with your use of third party content. Links and access to these sites are provided for your convenience only.

EXCEPT AS EXPRESSLY STATED IN AN AGREEMENT BETWEEN YOU AND MILLENNIUM MARKETING CONSULTANCY LLC., ALL CONTENT, SERVICES, PRODUCTS AND SOFTWARE PROVIDED ON THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. MILLENNIUM MARKETING CONSULTANCY LLC. AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR THE APPROPRIATENESS OF THE SITE, ITS CONTENT, AND THE PRODUCTS AND SERVICES OFFERED BY MILLENNIUM MARKETING CONSULTANCY LLC. ON THE SITE FOR YOUR INTENDED APPLICATION AND USE. MILLENNIUM MARKETING CONSULTANCY LLC. DOES NOT WARRANT THAT THE SITE, ITS CONTENT, OR THE PRODUCTS AND SERVICES IT OFFERS ON THE SITE MEET YOUR REQUIREMENTS. SUBJECT TO THE TERMS OF ANY AGREEMENT BETWEEN YOU AND MILLENNIUM MARKETING CONSULTANCY LLC., MILLENNIUM MARKETING CONSULTANCY LLC., ITS SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF MILLENNIUM MARKETING CONSULTANCY LLC., ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

### **Indemnity**

You agree to defend, indemnify, and hold harmless Millennium Marketing Consultancy LLC., employees, attorneys and agents ("Indemnitees") against all claims, expenses, liabilities, losses, costs and damages, including reasonable attorney's fees, that the Indemnitees may incur (i) in connection with your use of the Site or any hyperlinked Web site or (ii) resulting from content you supply.

### **Applicable Laws**

All matters relating to your access to and use of the Site shall be governed by U.S. federal law or the laws of the States of where the specific Web site you are viewing is hosted without regard to its conflict of law principles. Any legal action or proceeding relating to your access to or use of the Site shall be instituted in a state or federal court in the jurisdiction in which the specific Web site you are viewing is hosted.

If there is a determination that any provision of these Terms of Use is invalid or unenforceable, that determination will not affect the rest of the Terms of Use and the Terms of Use shall be deemed amended to the minimum extent necessary to make them valid and enforceable.

### **Reporting & Analysis Terms & Conditions**

These reports are issued every quarter per your reporting contract with Millennium Marketing Consultancy LLC. All quarterly reporting agreements are to be invoiced and paid monthly by credit card kept on file. No cancellations are permitted within the minimum contract term of 12

months but thereafter 30 days notice is sufficient. Unless notice is given the contract will remain evergreen and service automatically continued until written notice is given. This Analysis and Reporting contract is entirely separate from all other marketing contracts. Whilst every attempt is made to ensure the accuracy of all reports, Millennium Marketing Consultancy LLC cannot be held responsible for data lost thru unresolved IP addresses, SPAM or system downtimes.

### **Privacy Policy**

[MILLENNIUM MARKETING CONSULTANCY LLC] is committed to protecting the privacy of visitors to our web site and will not sell or provide any non-public personal information to anyone without your permission.

#### **Types of Information**

*Cookies.* A Cookie is a randomly generated unique number placed on your computer. It allows us to identify your computer without requiring your disclosure of any Non-Public Personal Information. Cookies make it possible to both store and retrieve information through your internet browser. A Cookie itself cannot read information off a hard drive or read Cookie files from other sites.

*General Information* is information that does not itself reveal your identity. General Information may include, without limitation: generic business type; SIC code; information derived from publicly available databases (such as Dun and Bradstreet); user behavior on our Web site; and aggregated generic information.

*Non-Public Personal Information* is any non-public information you provide to us or our Partners that is proprietary or identifies or can be used to identify, contact, or locate you or someone at your business. Non-Public Personal Information may include, without limitation: name; address; phone number; e-mail address; credit card number; account information; voting behavior; spending patterns; and individual tastes and preferences.

*Partners* are individuals or entities we engage to help us carry out our mission.

#### **What information we collect.**

[MILLENNIUM MARKETING CONSULTANCY LLC] collects general information and non-public personal information.

#### **How we collect our information.**

[MILLENNIUM MARKETING CONSULTANCY LLC] collects our general information through the use of cookies and server-based tracking systems to view the usage of the website.

### **General Terms & Conditions**

This Terms of Service Agreement, together with the [Acceptable Use Policy](#), all applicable quotes, price lists and software license agreements of Millennium Marketing Consultancy LLC and third parties represents the complete agreement and understanding between Millennium Marketing Consultancy LLC (Millennium Marketing Consultancy LLC.com) and you, the Millennium Marketing Consultancy LLC customer ("you" or "your"), and supersedes any other written or oral agreement pertaining to your Millennium Marketing Consultancy LLC services. By using Millennium Marketing Consultancy LLC services or Millennium Marketing Consultancy LLC software, or both, you agree to be bound by and to comply with this agreement just as if you had signed it. Violation of any provision of this agreement is grounds for, but not limited to, immediate termination of your Millennium Marketing Consultancy LLC account. Millennium Marketing Consultancy LLC may modify these terms and conditions, and/or modify prices, as well as discontinue or change services offered upon notice published on-line via [www.MillenniumMarketingConsultancyLLC.com](http://www.MillenniumMarketingConsultancyLLC.com). The customer and Millennium Marketing Consultancy LLC make this agreement for Millennium Marketing Consultancy LLC services effective as of the date of acceptance of Millennium Marketing Consultancy LLC services.

If you do not agree to this Terms of Service Agreement, together with the Acceptable Use Policy, please notify our billing department at 763-450-3900. USE OF YOUR ACCOUNT SHALL CONSTITUTE YOUR APPROVAL OF THIS AGREEMENT.

## **SERVICES**

1. Millennium Marketing Consultancy LLC services provided to the customer may only be used for lawful purposes. Transmission or publication of any information, data or material in violation of any U.S. Federal or state regulation or law is prohibited. This includes, but is not limited to, material protected by copyright, trade secret or any other statute, threatening material or obscene material. Millennium Marketing Consultancy LLC reserves the right to remove any and all materials that infringe on copyright work or that may be in violation of any U.S. Federal or State laws. Such materials will be removed at any time upon receiving a complaint and or notice of copyright infringement or violation.
2. Millennium Marketing Consultancy LLC servers shall not be used to host or store pornographic or adult material of any kind. Millennium Marketing Consultancy LLC reserves the right to determine what constitutes "pornographic" or "adult material".
3. Customer agrees not to utilize Millennium Marketing Consultancy LLC hosting and/or e-mail services or equipment for the purpose of sending the same or substantially similar unsolicited or bulk e-mail. Customer also agrees to not reference a Millennium Marketing Consultancy LLC hosted web site or Millennium Marketing Consultancy LLC e-mail account in any unsolicited or bulk e-mail, whether or not that e-mail is sent through a Millennium Marketing Consultancy LLC server.
4. Millennium Marketing Consultancy LLC makes no warranties of any kind, whether expressed or implied, for the service(s) it is providing. Millennium Marketing Consultancy LLC will not be responsible for damage the customer suffers; including and not limited to: loss of data resulting from delays; non-deliveries; mis-deliveries; service interruptions caused by it's own negligence, customer errors or omission, or due to the fault of third parties.
5. Millennium Marketing Consultancy LLC reserves the right to discontinue any and all services at any time, without prior notice or obligation, for any conduct which Millennium Marketing Consultancy LLC, at its sole discretion, concludes is not tolerated by this Agreement or harmful to Millennium Marketing Consultancy LLC' interest or the interests of others. Millennium Marketing Consultancy LLC also may limit, restrict or prohibit access to its system resources as Millennium Marketing Consultancy LLC, in its sole discretion, regards appropriate to provide the availability of such resources.
6. All of Millennium Marketing Consultancy LLC' hosting fees are based on the customer's web site having one domain name pointing to it, as defined in our DNS servers. Any additional domain names must also be included in our DNS servers and may be subject to additional fees. Failure to disclose such information to Millennium Marketing Consultancy LLC may be grounds for termination of services.
7. Transferring your domain to another provider does not constitute canceling your Millennium Marketing Consultancy LLC account. You must formally cancel your account with Millennium Marketing Consultancy LLC to avoid further charges.

## **BILLING**

1. Customer agrees to provide Millennium Marketing Consultancy LLC with accurate and complete contact and billing information. It is the responsibility of the Customer to contact Millennium Marketing Consultancy LLC of any changes to their account, such as contact, phone number and/or billing information.
2. Millennium Marketing Consultancy LLC will not tolerate payment of Millennium Marketing Consultancy LLC account(s) or service(s) by fraudulent means. Doing so will result in immediate termination and possible criminal and civil liabilities.

3. Millennium Marketing Consultancy LLC account(s) will be considered delinquent if payment by acceptable means is not received after 30 days of the date due. Accounts that are delinquent may be suspended, archived or terminated from the Millennium Marketing Consultancy LLC system. We are not responsible for any loss of data on delinquent accounts. Delinquent accounts will continue to accrue late charges until reinstated or properly and formally cancelled. We reserve the right to charge a service reconnection fee for any delinquent, suspended, or reactivated account.
4. Millennium Marketing Consultancy LLC does not pro-rate accounts. Accounts and services are due on a monthly or yearly basis.
5. Millennium Marketing Consultancy LLC reserves the right to charge no less than \$20.00 for any returned check (including automated withdrawals) and will automatically bill this to your Millennium Marketing Consultancy LLC account. Customer agrees to pay this fee.
6. Millennium Marketing accepts payments for some services with visa and mastercard only.
7. Millennium Marketing contracts contain evergreen statement to allow continuous billing unless written cancellations are received.

## **CANCELLATION**

1. Customer agrees to formally notify Millennium Marketing Consultancy LLC of any account or service cancellation request via email to [john@johndiethelm.com](mailto:john@johndiethelm.com) Fax: 310-744-0013, or Postal mail to:  
Millennium Marketing Consultancy, Suite 3302, 811 North Catalina Av, The Tech Center, Redondo Beach, CA 90277
2. Cancellations are on a "same day" policy. Your account will be cancelled on the same day your request is received. If your account has a remaining balance, the account may not be cancelled.
3. No portion of service fees, one-time installation or licensing fees, or registrations fees will be refunded or pro-rated to cancelled accounts.
4. Millennium Marketing reserves the right to continuously bill for ongoing services unless written and timely cancellation is received.

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### Acceptable Use Policy

This Acceptable Use Policy represents Millennium Marketing Consultancy LLC agreement and understanding between Millennium Marketing Consultancy LLC and the account holder ("customer") and supersedes any other written or oral agreement pertaining to your Millennium Marketing Consultancy LLC services. By using any of the services offered by Millennium Marketing Consultancy LLC, the customer is bound by and must comply with this Policy in its entirety. Violations will result in cancellation of your services or such other action as Millennium Marketing Consultancy LLC, in its sole discretion, may deem appropriate.

If you do not agree with this Policy, please notify our billing department at 763-450-3900. USE OF YOUR ACCOUNT SHALL CONSTITUTE YOUR APPROVAL AND COMPLIANCE WITH THIS POLICY.

## **SYSTEM AND NETWORK**

1. Customer will not tamper with other accounts, or commit unauthorized intrusion into any part of our system, or use any of our equipment to intrude into any other system or network.
2. Customer will not use, or attempt to use, any of our services not included in your account.
3. Customer will not use the system in a manner that burdens disk space, processors or other system resources beyond those allowed by the specified type of account. Customer agrees to not make deliberate attempts to interfere with a service, overload a service or

attempt to disable a host. If customer's account causes Millennium Marketing Consultancy LLC' server(s) to become overloaded due to high CPU or disk usage, we reserve the right to suspend or cancel your account.

4. Millennium Marketing Consultancy LLC will not tolerate any attempted use of Internet services or systems without the owner's authorization. This includes, and is not limited to: password hacking, defrauding others into releasing their password or account information, denial-of-service attacks, or the use of programs, scripts, commands or messages with the intent to interfere with a user's terminal session.

## **E-MAIL**

1. By using Millennium Marketing Consultancy LLC mail services, the customer agrees to use mail services, mail forwarding capabilities, POP accounts, etc. for their own use and within the scope of this Acceptable Use Policy.
2. Customer may not send unsolicited, or "SPAM" e-mail to any account that has not specifically requested information or that causes complaints from the recipients of such unsolicited e-mail.
3. Customer agrees to utilize Millennium Marketing Consultancy LLC email services in accordance with all acceptable laws and requests. Millennium Marketing Consultancy LLC prohibits the transmission of email that is harassing, libelous, defamatory, legally obscene, threatening, abusive or hateful to non-consenting recipients.
4. Millennium Marketing Consultancy LLC prohibits the forwarding of chain letters of any type (including charity requests or petitions for signatures).

## **GENERAL**

1. Millennium Marketing Consultancy LLC services may only be used for lawful purposes. Transmission or storage of any information, data or material that may be in violation of any U.S. Federal or state regulation or law is prohibited. This includes, and is no limited to, material protected by copyright, trade secret or any other statute, threatening or obscene material. Such materials may be removed at any time upon our discretion.
2. We reserve the right to terminate any account that does not abide by our Terms of Service and our Acceptable Use Policy.
3. Millennium Marketing Consultancy LLC does not endorse any materials that may be offensive, inflammatory or of an adult nature. Millennium Marketing Consultancy LLC disclaims any and all liability for such content.

**Use of Millennium Marketing Consultancy LLC services assumes that the Customer has read the Terms of Service Agreement and Acceptable Use Policy and agrees to abide by its contents herein.**

## **Contact Information**

If you have any questions regarding these Terms of Use, please contact Millennium Marketing Consultancy LLC. at [john@johndiethelm.com](mailto:john@johndiethelm.com)