

TERMS OF SERVICE

PLEASE READ THIS INFORMATION CAREFULLY. YOUR USE OF THIS SERVICE CONSTITUTES YOUR AGREEMENT TO THE FOLLOWING TERMS AND CONDITIONS.

ACCEPTANCE OF TERMS

Soft Sell Marketing, Inc. ("SSMI"), through its website - BridgingHeartandMarketing3.com welcomes you. SSMI provides its service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. This is the most current version of the TOS for SSMI. In addition, when using particular SSMI services, you and SSMI shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

DESCRIPTION OF SERVICE

SSMI provides users with access to The Bridging Heart and Marketing Soft Sell Internet Marketing Training Collection (The Collection"). You also understand and agree that The Collection may include certain communications from SSMI, such as marketing announcements, administrative messages and survey invitations. Unless explicitly stated otherwise, any new features that augment or enhance The Collection in its current form shall be subject to the TOS. You understand and agree that you are responsible for use of The Collection, and that uses may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to use The Collection.

YOUR PURCHASE OBLIGATIONS

In consideration of your use of The Collection, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by The Collection's order form (the "Purchase Data"). If you provide any information that is untrue, inaccurate, not current or incomplete, or SSMI has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SSMI has the right to cancel its shipment of The Collection to you, in either the digital download or CD/DVD package form.

PAYMENT TERMS

You agree to pay SSMI the purchase fee specified in the Billing Form during the purchase. A valid credit card is required to purchase The Collection. The purchase fee is payable upon order in either (i) full payment; or the (ii) two payment plan as per your choice. Your purchase fee is refundable as per the guarantee located on the Bridging Heart and Marketing 3 site.

SSMI PRIVACY POLICY

See separate document at <http://www.bridgingheartandmarketing3.com/privacy>

MEMBER ACCOUNT, PASSWORD AND SECURITY

Upon purchase you will receive a username and password that will permit you and only you to access the Service. You are responsible for maintaining the confidentiality of the username and password and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify SSMI (at Tonja@judithandjim.com) of any unauthorized use of your username and password or any other breach of security, and (b) ensure that you exit from the SSMI site at the end of each session. SSMI cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

MEMBER CONDUCT

You acknowledge, consent and agree that SSMI may access, preserve and disclose your Purchase Data if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Purchase Data violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of SSMI, its users and the public.

SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and Purchase Data. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. SSMI cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

INDEMNITY

You agree to indemnify and hold SSMI and its subsidiaries, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Purchase Data you submit through bridgingheartandmarketing3.com, your use of bridgingheartandmarketing3.com, your connection to bridgingheartandmarketing3.com, or your violation of the TOS.

NO RESALE OR REDISTRIBUTION OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of bridgingheartandmarketing3.com or The Collection, use of bridgingheartandmarketing3.com or The Collection, or access to bridgingheartandmarketing3.com or The Collection.

DEALINGS WITH CONTINUING EDUCATION PROVIDERS

Your correspondence or business dealings with, or participation in promotions of advertisers found on or through bridgingheartandmarketing3.com or The Collection, or on the individual websites of the Continuing Education providers, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that SSMI shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on or within the websites of those associated

continuing education providers associated with SSMI or The Collection.

LINKS

Continuing education providers associated with SSMI or The Collection may provide, or third parties may provide, links to other World Wide Web sites or resources. Because SSMI has no control over such sites and resources, you acknowledge and agree that SSMI is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that SSMI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE COLLECTION IS AT YOUR SOLE RISK. THE COLLECTION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SSMI AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

SSMI AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE COLLECTION WILL MEET YOUR REQUIREMENTS; (ii) THE COLLECTION WILL BE ERROR-FREE; (iii) THE RESULTS THAT YOU MAY OBTAIN FROM THE USE OF THE COLLECTION WILL PRODUCE, GENERATE, OR OTHERWISE MATCH AND/OR FULFILL YOUR EXPECTATIONS PRIOR TO YOUR PURCHASING THE COLLECTION.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF bridgingheartandmarketing3.com AND THE COLLECTION IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SSMI or bridgingheartandmarketing3.com OR THROUGH OR FROM THE COLLECTION SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SSMI AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND

LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SSMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE COLLECTION; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE COLLECTION; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE COLLECTION; OR (v) ANY OTHER MATTER RELATING TO SSMI AND/OR bridgingheartandmarketing3.com AND/OR THE COLLECTION. IN NO EVENT WILL SSMI BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE FEE PAID BY YOU.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

NOTICE

SSMI may provide you with notices, including those regarding changes to the TOS, by e-mail, or postings on the Service.

GENERAL INFORMATION

This Entire Agreement. The TOS constitutes the entire agreement between you and SSMI and governs your use of The Collection, superseding any prior agreements between you and SSMI with respect to The Collection.

Choice of Law and Forum. The TOS and the relationship between you and SSMI shall be governed by the laws of the State of Nevada without regard to its conflict of law provisions. You and SSMI agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Clark, Nevada.

Waiver and Severability of Terms. The failure of SSMI to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of The Collection or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual

effect.