

Search Engine Registration Agreement

El Valle Consulting, LLC.
PO Box 1A
Cowles, NM 87573

Electronic Mail: sales@el-valle-cons.com

Section 1.

General

This Search Engine Registration Agreement (the Agreement) is for purposes of Search Engine Registration only. The terms and conditions of the Agreement do not apply to any other agreements by and between El Valle Consulting, LLC. and the consenting party to this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY **BEFORE** STARTING THE SEARCH ENGINE REGISTRATION PROCESS. **YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.**

Section 2.

Parties to the Agreement

El Valle Consulting, PO Box 1A, Cowles, NM 87573 (EVC) is the party of the first part and the individual or the organization contracting with EVC pursuant to this Agreement is the party of the second part (Customer).

Section 3.

Registration of Domain Name with Search Engine

EVC agrees to register Customer's Internet Domain Name with various Search Engines, as specified by Customer, on behalf of Customer. Such registration shall be deemed completed when the applicable Search Engines have been initially "notified" by EVC of registration.

Registration notification of Search Engine varies by Search Engine. EVC shall complete each Search Engine's applicable registration form on behalf of Customer. EVC **does NOT guarantee** that a Search Engine will list or index Customer's web site.

Section 4.

Search Engine Placement

EVC can not, and does not, guarantee a placement ranking. EVC is only agreeing to perform the necessary administrative tasks required to register the Domain Name with the Customer's selection of Search Engines.

Section 5.

Payment of Fees

Customer agrees to pay EVC for the registration of Customer's Domain Name with the applicable Search Engine(s) selected by the Customer using the EVC On-line Sign-up Form in the amounts that follow (plus tax if applicable) in U.S. funds:

- A. Per Search Engine Registration - \$30.00**
- B. Refresh Search Engines - \$10.00**

Section 6.

Change of Fees

Fees are subject to change without notice.

Section 7.

No Refund

Amounts paid pursuant to this Agreement are not refundable.

Section 8.

Privacy

EVC agrees to not disclose any information about Customer except as requested by Customer or as required by legal authority.

Section 9.

Termination

This Agreement may be terminated by certified mail notice to either party and shall be effective thirty days from the date of transmittal of the notice. In the event of termination, EVC shall provide to Customer the administration records as recorded upon registration with the applicable Search Engine.

Section 10.

Notice

Notices required pursuant to this Agreement shall be considered delivered if such notice is transmitted to either the last known mailing address or electronic mail address of Customer or EVC.

Section 11.

Limitation of Liability

IN NO EVENT SHALL EVC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT) WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

Section 11.1.

Specific Limitation of Liability

EVC is specifically not liable for copyright or trademark infringement as a result of registering Customer's Domain Name with Search Engines. It is the Customer's sole responsibility to verify that the Domain Name registered pursuant to this Agreement is not the legal property of others.

Section 12.**Impossibility of Performance**

Customer acknowledges and agrees that EVC cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond EVC's control, including but not limited to, interruptions in telecommunication, Internet backbone and Internet servers.

Section 13.**Laws Affecting Electronic Commerce**

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Customer agrees that Customer is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend EVC and its sub-contractors from any claim, suit, penalty, tax, or tariff arising from Customer's exercise of Internet electronic commerce.

Section 14.**Exclusive Remedies**

Customer's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Customer paid EVC during the term of this Agreement and reasonable attorney's fee and court costs.

Section 15.**Waiver of Contractual Right**

The failure of either party to this Agreement to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

Section 16.**Binding Agreement**

This Agreement shall be binding upon the parties, their successors, assigns and personal representatives.

Section 17.**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, USA without giving effect to any principles or conflicts of law. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then either that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions or such provisions shall be reformed only to the extent necessary to make it enforceable. Litigation or arbitration required as a result of this Agreement shall be in San Miguel County, New Mexico, USA. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Section 18.

Complete Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be amended only in writing and will be effective when signed by both parties.

Signatures:

In witness whereof, the parties hereto have executed this Agreement as of the date indicated below:

Customer

Signature: _____

Title: _____ Date: _____

El Valle Consulting, LLC.

Signature: _____

Title: _____ Date: _____