

Vieth Consulting, LLC MMS Registration Form & Online Service Agreement

To apply for your Vieth Consulting account, please print and complete this registration form, sign and date it, and either fax it to (517) 913-5993 or mail it to:

Vieth Consulting
11973 Sweetwater Drive, Suite A3
Grand Ledge, MI 48837

Organization Name:		
Address:		
City, State, ZIP:		
Phone:		
Email Address:		
Contact Name:		
MMS Plan:	<p><i>Please choose a plan, according to your current membership count and whether or not you will need hosting. Enter the 1st month's cost to the right</i></p> <p><i>Monthly Plans with Website Hosting:</i> Membership Size 1-200 (\$50/month): _____ Membership Size 201-300 (\$60/month): _____ Membership Size 301-400 (\$70/month): _____ Membership Size 401-500 (\$80/month): _____ Membership Size 501-600 (\$90/month): _____ Membership Size _____ (_____/month): _____</p> <p><i>Monthly Plans:</i> Membership Size 1-200 (\$40/month): _____ Membership Size 201-300 (\$50/month): _____ Membership Size 301-400 (\$60/month): _____ Membership Size 401-500 (\$70/month): _____ Membership Size 501-600 (\$80/month): _____ Membership Size _____ (_____/month): _____</p>	
Website Design Package:	<p><i>If you are choosing one of our Website Design Packages, enter the name and cost to the right. (payment plans available, call for info)</i></p>	
Domain Name Registration:	<p><i>If we are registering a new domain name for you, add \$10.00</i></p> <p><i>Domain name: www. _____ . _____</i></p>	
Set-Up Fees:	<p><i>If we are not building a website for you, MMS accounts are subject to a one-time set-up fee of \$100.00.</i></p>	
Conversion Fees:	<p><i>Included with some website packages. If you are not getting one of these, and need your data uploaded, some charges may apply (contact us)</i></p>	
	<i>Total:</i>	

Your signature indicates:

Acceptance of the "Online Service Agreement" (below)

Agreement to pay for service beginning on the day your account settings are provided to you.

Signature: _____

Date: _____

Online Service Agreement

Vieth Consulting's Membership Management System ("MMS") is an Internet-based online information and communication service (the "Agreement"). BY ACCESSING OR USING MMS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE MMS.

VIETH CONSULTING, LLC. MAY MODIFY THIS AGREEMENT AT ANY TIME WITHOUT NOTIFYING YOU, AND SUCH MODIFICATION SHALL BE EFFECTIVE IMMEDIATELY UPON EITHER POSTING OF THE MODIFIED AGREEMENT OR IF VIETH CONSULTING, LLC SO-CHOOSES, UPON NOTIFYING YOU. YOU AGREE TO REVIEW THIS AGREEMENT PERIODICALLY TO ENSURE THAT YOU ARE AWARE OF ANY MODIFICATIONS. YOUR CONTINUED ACCESS OR USE OF MMS SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

1. DISCLAIMER

The information and software contained in MMS is for the purpose of assisting member-based organizations and their members. Nothing contained in MMS is intended to be instructional for management of a member-based organization. The information should not be considered complete

The information contained in MMS is compiled from a variety of sources ("Information Providers"). Neither Vieth Consulting, LLC. nor Information Providers directly or indirectly practice management consulting as part of MMS

MMS SERVICES AND MMS SOFTWARE AND INFORMATION ACCESSED Through MMS (the "SERVICES") ARE provided "AS IS" without warranty, express or implied. Vieth Consulting, LLC. hereby excludes all implied warranties of merchantability and fitness for a particular use or purpose with respect to the SERVICES. There are no warranties which extend beyond the description on the face OF THIS AGREEMENT. Vieth Consulting, LLC. and Information Providers make no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness or suitability of the Services. Vieth Consulting, LLC. and Information Providers cannot and do not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. Vieth Consulting, LLC. and Information Providers cannot and do not guarantee or warrant that files available for downloading from this online site will be free of infection by viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. Vieth Consulting, LLC. and Information Providers do not warrant or guarantee that the functions or Services performed in MMS will be uninterrupted or error-free or that defects in MMS will be corrected. Users of MMS are responsible for (1) implementing and maintaining adequate procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output and (2) maintaining a means external to MMS for the reconstruction of any lost data.

2. OTHER SITES

You are encouraged to use discretion while browsing the Internet on searches initiated at MMS. MMS links may lead unintentionally to sites containing information that some people may find inappropriate or offensive. It may also lead to sites which contain inaccurate information, false or misleading advertising, or information which violates copyright, libel or defamation laws. Vieth Consulting, LLC. and Information Providers make no representations concerning any effort to review all of the content of sites listed in its catalog (indeed, given the number of results from any browsing which starts with a MMS link that would be practically impossible).

3. REVIEW OF POSTINGS & UPLOADS

MMS does not and cannot review all communications and materials posted or uploaded to MMS and is not responsible for the content of these communications and materials. However, MMS reserves the right to block or remove communications or materials that it determines, upon being made aware of any matters it deems inappropriate, and in its sole discretion, to be (a) abusive, libelous, defamatory or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright or trademark, other intellectual property right of another or (d) offensive or otherwise unacceptable to MMS. ANY MESSAGES, ADVICE, OPINIONS OR OTHER INFORMATION CONTAINED IN ANY DISCUSSION AREA SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION NOR THE OPINION OF ANYONE IN ANY WAY AFFILIATED WITH VIETH CONSULTING, LLC OR ITS INFORMATION PROVIDERS, INCLUDING WITHOUT LIMITATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR OTHER STAFF AND AGENTS.

4. LIMITED LICENSE

By this Agreement, Vieth Consulting, LLC. grants, subject to the terms of this Agreement, only a limited, non-transferable and non-exclusive license to use the software and documentation necessary to access, explore and otherwise use MMS in real time and to use the materials in MMS in a manner consistent with paragraph 11 (Copyright) below.

5. USER'S AGREEMENT

You agree to: (a) maintain all equipment required for your access to and use of MMS ; (b) maintain the security of your user identification, password and other confidential information relating to your MMS account; and (c) be responsible for all charges resulting from use of your MMS account, including unauthorized use prior to your notifying Vieth Consulting, LLC. of such use and taking steps to prevent its further occurrence by changing your password.

6. ON-LINE COMMUNICATIONS

6.1 Your participation in on-line communications occurs in real time and is not edited, censored, or otherwise controlled by MMS. MMS cannot and does not screen content provided by you to MMS. In reserving the right to monitor these activities, Vieth Consulting, LLC assumes no responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on MMS.

6.2 You may send and receive electronic mail ("email"), engage in conferences and chats, download and upload files and otherwise use MMS as permitted by this Agreement, Vieth Consulting, LLC.'s operating policies and applicable law. Files that you upload, public messages that you send and your activity in conferences and chats are subject to review, modification and deletion without notice by the forum manager responsible for the MMS area where your uploading or other activity takes place (or by an individual designated by such forum manager for such purpose). Vieth Consulting, LLC.'s operating policies relating to online conduct, storage and deletion of email and uploaded files, conferences, bulletin boards ("BBSs") and other matters are available and/or will be made available online. Vieth Consulting, LLC. reserves the right in its sole discretion to change such policies at any time. Files uploaded to a BBS may be subject to posted limitations on usage, reproduction and/or dissemination, and you are responsible for adhering to such limitations if you download them. The discretion of Vieth Consulting, LLC, or any of its agents to review, modify, or delete information as forum manager is not an assumption of responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on MMS, nor should that discretion be read to imply any such assumption. Vieth Consulting, LLC assumes no responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on MMS.

6.3 You are responsible for your communications and your use of MMS. You may not, under any circumstances, do any of the following: (a) use simultaneous, unattended or continuous connections to MMS with one account; (b) post or transmit any message which is libelous or defamatory; (c) post or transmit any message, data, image or program which is indecent, obscene or pornographic; (d) post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion; (e) use MMS to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; (f) intercept or attempt to intercept email or other private communications not intended for you; (g) send email to Users or other Internet users for any purpose other than personal communication, including to advertise or offer to unsolicited sell goods or services to other Users, use as a mass unsolicited distribution medium to communicate a generally unsolicited message, or use your email account as an address to which Users or other Internet users need to respond (except as otherwise expressly permitted by Vieth Consulting, LLC.); (h) send unsolicited email messages through third-party mail servers in order to relay your email or hide the origination of your email to others; (i) upload or download files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control the rights to such files or have received all necessary consents; (j) upload files that contain a virus or corrupted data; (k) delete any author attributions, legal notices or proprietary designations or labels in a file that you upload to a BBS or MMS; (l) falsify the source or origin of software or other material contained in a file that you upload to a BBS or MMS; (m) use MMS in a manner that adversely affects the availability of its resources to other Users; (n) use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a subscriber to MMS the User directory or any portion thereof other than for personal, noncommercial purposes (except as otherwise expressly permitted by VIETH CONSULTING LLC); (o) falsely purport to be an employee or agent of MMS (p) cause repeated disruptive incidents; or (q) act, or fail to act, in your use of MMS, in a manner that is contrary to applicable law or regulation. In addition, you may not post or transmit any message which is harmful, threatening, abusive or hateful. It is not the intent of Vieth Consulting, LLC. to discourage Users from taking controversial positions or expressing vigorously what may be unpopular views in MMS, nonetheless, Vieth Consulting, LLC. reserves the right to take such action as it deems appropriate in cases where MMS is used to disseminate statements which are deeply and widely offensive and/or harmful. Each time you upload a file on MMS, you represent and warrant that you own or otherwise control the rights or have the necessary consents to do so, and you grant every other User the right to download and use such file. Your failure to observe any of the foregoing limitations or obligations may result in civil or criminal liability. To the extent that you are uncertain whether what you seek to say or do on MMS may fall into one of the above prohibited categories, you should assume it would violate this paragraph and you should not engage in that conduct."

7. PRIVACY POLICY

Vieth Consulting, LLC. considers its users' privacy to be of the utmost importance. Please see our [Privacy Statement](#) for a detailed description of our information gathering and dissemination practices for the Vieth Consulting, LLC. Web site.

8. OPERATION

Vieth Consulting, LLC. reserves complete and sole discretion with respect to the operation of MMS. Vieth Consulting, LLC. may, among other things: (a) delete email if it has not been accessed by a User within the time established by Vieth Consulting, LLC.'s policies; (b) subject to Section 6, make available to third parties information relating to MMS and Users; and (c) withdraw, suspend or discontinue any functionality or feature of MMS. Vieth Consulting, LLC assumes no responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on MMS.

Vieth Consulting, LLC. may, in its complete and sole discretion, review uploaded files, conferences, BBSs, forums, and chats and authorize restrictions on access thereto. Vieth Consulting, LLC. will not review the contents of email except as required or allowed by applicable law or legal process.

9. USER REPRESENTATIONS

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement and to use MMS in accordance with this Agreement. You agree to be financially responsible for your use of MMS (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

10. CONTENT

Statements made in websites, newsgroups, message boards, email, forums, conferences and chats reflect only the views of their authors. Forum managers, forum hosts, CPs, or Merchants appearing on MMS are not authorized Vieth Consulting, LLC. spokespersons, and their views do not necessarily reflect those of Vieth Consulting, LLC..

11. COPYRIGHT

The entire contents of MMS are copyrighted as a collective work under the laws of United States and other copyright laws. Vieth Consulting, LLC. holds the copyright in the collective work. The collective work includes works which are the property of the Information Providers which are also protected by copyright and other intellectual property laws. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the material from the different areas of MMS solely for your own non-commercial use, unless otherwise permitted (e.g., in the case of electronic coupons, etc). Any redistribution retransmission or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded from MMS.

12. LICENSES AND IDEA SUBMISSIONS

You agree to grant to Vieth Consulting, LLC. a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services) you submit to public areas of MMS (such as BBSs, forums and chat rooms) by all means and in any media now known or hereafter developed. You hereby waive all rights, legal, moral or otherwise, in any such materials and information, and you hereby warrant that any such materials and information are original with you, or that you have the right to submit such materials and information. You agree that you shall have no recourse against Vieth Consulting, LLC. for any alleged or actual infringement or misappropriation of any proprietary right in your communication.

13. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS VIETH CONSULTING, LLC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS AND SUPPLIERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING INFRINGEMENT OF THIRD PARTIES' WORLDWIDE INTELLECTUAL PROPERTY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING MMS USING YOUR SERVICE ACCOUNT.

14. WAIVER, RELEASE AND LIMITATION OF LIABILITY

YOU AGREE THAT NEITHER VIETH CONSULTING, LLC., NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF MMS. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST VIETH CONSULTING, LLC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE NEGLIGENCE OF VIETH CONSULTING LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF MMS.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, THE TOTAL LIABILITY OF VIETH CONSULTING, LLC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS AND SUPPLIERS, IF ANY, FOR LOSSES OR DAMAGES SHALL NOT EXCEED THE FEES PAID BY THE USER FOR THE PARTICULAR INFORMATION OR SERVICE PROVIDED. IN NO EVENT SHALL VIETH CONSULTING LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT REFERRED TO ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE ARISING FROM ANY USE OF THE INFORMATION OR OTHER PARTS OF MMS ARE HEREBY EXCLUDED EVEN IF VIETH CONSULTING, LLC. ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. THIRD PARTY RIGHTS

The provisions of paragraphs 14 (Indemnification) and 15 (Waiver, Release and Limitation of Liability) are for the benefit Vieth Consulting, LLC. and its officers, directors, employees, agents, licensors, suppliers, and Information Providers, and are intended to, and shall, be read as broadly as possible to protect their interests. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

16. TERM; TERMINATION

Either you or Vieth Consulting, LLC. may terminate your right to use MMS at any time, with or without cause, upon notice. Vieth Consulting, LLC. also reserves the right to terminate or suspend your MMS membership without prior notice, but Vieth Consulting, LLC. will confirm such termination or suspension by subsequent notice. Upon request, Vieth Consulting will provide you with your member and event registration data, regardless of termination reason. The provisions of paragraphs 11 (Copyright), 12 (License, and Idea Submission), 13 (Indemnification), 14 (Waiver, Release and Limitation of Liability), 15 (Third Party Rights), and 17 (Miscellaneous) shall survive any termination of this Agreement.

17. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. You agree that any legal action or proceeding between Vieth Consulting, LLC. and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction for Ingham County, Michigan, United States. Any cause of action or claim you may have with respect to Vieth Consulting, LLC. must be commenced within one (1) year after the claim or cause of action arises. Vieth Consulting, LLC.'s failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Vieth Consulting, LLC. may assign its rights and duties under this Agreement to any party at any time without notice to you.

18. NOTICE

Vieth Consulting, LLC. may deliver notice to you under this Agreement by means of electronic mail, a general notice on MMS, or by written communication delivered by first class U. S. mail to your address on record in Vieth Consulting, LLC.'s account information. You may give notice to Vieth Consulting, LLC. at any time via electronic mail to MMS or by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

Vieth Consulting, LLC.
11973 Sweetwater Drive, Suite A3
Grand Ledge, MI 48837

Attn: Chief Executive Officer/President
Electronic Mail: ccvieth@viethconsulting.com

19. SEVERABILITY

The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

20. SERVICE GUARANTEES

Vieth Consulting, LLC – MMS service level guarantees-

- a. In the event an error in the MMS programming is discovered (something in the MMS that does not work as intended by Vieth Consulting, LLC), it will be corrected within 24 hrs.
- b. Excluding weekends and holidays, a representative of Vieth Consulting will be available by phone or email within the hours of 9AM-5PM Eastern Standard Time.
- c. Outside of business hours, we will respond to all emails (ccvieth@viethconsulting.com) and phone calls (517 930 3611) within 24 hours.
- d. The MMS will have a system uptime upwards of 99.9%. (MMS server will be up-and-running 99.9% of the time within any given month).

If Vieth Consulting, LLC fails to fulfill this level of service within a given month; client will receive, upon request, a refund of the MMS/hosting fees for the month in question. Claims may be made up to 60 days past the end of the month in question.