



**Intell-a-Keeper™ Reporting System  
Service Contract**

*Tracking your Bookings without going Nuts!*  
<http://www.acorn-is.com> 877-ACORN-99

## Business Information

Business Name:

Contact Person:

Billing Address:

City - State - Zip:

Phone:

Fax:

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## Web Information

Web Site URL:

E-Mail Address:

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## Contract Information

Contract Begin Date:

Contract Length: 1 year

Pricing (Check):  
 \$10 a month (Hosts with Acorn IS)  
 \$20 a month (Does not host with Acorn IS)

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## Support Contact

Name: Lisa Kolb  
Website: <http://www.acorn-is.com>  
E-Mail: [info@acorn-is.com](mailto:info@acorn-is.com)  
Phone: 877-226-7699

### **Service Agreement**

Acorn Internet Services LLC (Acorn) will provide the Client access and use of the Intell-a-Keeper Reporting System™ (Intell-a-Keeper) as outlined above for the indicated contract length.

### **Payment Agreement**

Invoices will be generated quarterly by the last day of the last month in the quarter with payment terms of Net 15. Accounts more than five (5) days past due will incur a \$10 or 10% finance charge (whichever is greater) on the past due balance for each invoice cycle in which the account is past due. Acorn offers multiple cash payment options for your convenience including cash, personal check, business check and online payment via Pay Pal. For accounts that fall 30 or more days past due, Acorn reserves the right to cease access to the Intell-a-Keeper system.

### **Content**

The information displayed as search results or referral links listed by Intell-a-Keeper incorporates information provided by people over whom Acorn exercises no control. That information is typically entered on Client's web site and accessed by Intell-a-Keeper. The search results that appear from Intell-a-Keeper are generated by Acorn's automated machinery and computers, and Acorn cannot and does not screen the sites before including them in the data from which such automated search results are gathered. Intell-a-Keeper may produce results and links to sites that some people find objectionable, inappropriate, or offensive. We cannot guarantee that an Intell-a-Keeper result will not locate unintended or objectionable content and assume no responsibility for the content of any site included in any results or otherwise linked to by Intell-a-Keeper.

### **Data**

Intell-a-Keeper accesses data from the Client's own site. Intell-a-Keeper data, metadata, results, recommendations, and algorithms reside on Acorn's servers and remain the exclusive property of Acorn. Acorn may utilize Client's data to provide Client with Intell-a-Keeper results.

Acorn will take reasonable steps to protect the privacy of Client's personal or business information (that information not reasonably accessible by other means). Acorn will not disclose Client's personal or business information except as part of the Intell-a-Keeper service provided to the customer, or as described below:

- Auditing, research and analysis in order to maintain, protect and improve our services;
- Ensuring the technical functioning of our network;
- Developing new services;
- We have your consent;
- We provide such information to our subsidiaries, affiliated companies or other trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with appropriate confidentiality and security measures; or
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable terms of service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of Acorn, its users or the public as required or permitted by law.

We may share with third parties certain pieces of aggregated, non-personal/business information. Such information does not identify your business or your clients individually.

### **Client's Server or Web Hosting Site**

Client acknowledges that Acorn must load computer code, files, images or scripts to the client's server or web hosting server/site in order to perform an Intell-a-Keeper search and analysis and otherwise support Intell-a-Keeper. Loads may occur throughout the term of this agreement. In addition to the Disclaimer of Warranties and the Limitations of Liabilities below, Client expressly permits this action by Acorn and waives any liability relating to these loads in any way.

**Age**

The authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering into a contract in the State of Colorado on behalf of the Client.

**Disclaimer of Warranties**

Acorn disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in the Intell-a-Keeper results. Acorn disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material. Acorn disclaims any responsibility for any harm resulting from loading any files, code, images or scripts to Client's server or web hosting site, or from downloading or accessing any information or material on the Internet through Intell-a-Keeper.

THE INTELL-A-KEEPER SERVICES, AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN INTELL-A-KEEPER AND/OR PROVIDED BY ACORN ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. ACORN AND ITS LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. ACORN AND ITS LICENSORS DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF INTELL-A-KEEPER. ACORN AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH INTELL-A-KEEPER. ACORN AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS PROVIDED IN INTELL-A-KEEPER.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF INTELL-A-KEEPER AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

**Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL ACORN OR ITS LICENSORS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF OR RELIANCE ON INTELL-A-KEEPER ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF ACORN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE ACORN SERVICES, INCLUDING INTELL-A-KEEPER, FROM INABILITY TO USE INTELL-A-KEEPER, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF INTELL-A-KEEPER (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON INTELL-A-KEEPER OR RECEIVED THROUGH ANY LINKS PROVIDED IN INTELL-A-KEEPER OR THROUGH ACORN, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON INTELL-A-KEEPER OR RECEIVED THROUGH ANY LINKS PROVIDED IN INTELL-A-KEEPER. THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO ANY DAMAGES INCURRED AS A RESULT OF ANY COMPUTER CODE, FILES, IMAGES OR SCRIPTS LOADED TO THE CLIENT'S SERVER OR WEB HOSTING SERVER/SITE BY ACORN, ITS AFFILIATED COMPANIES AND CONTRACTORS. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF INTELL-A-KEEPER OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, INTELL-A-KEEPER. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

Without limiting the foregoing, under no circumstances shall Acorn or its licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

#### **Law Affecting Electronic Commerce**

Client agrees that it is responsible for complying with the laws, taxes, and tariffs related to e-commerce, and will hold harmless, protect, and defend Acorn and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's use of Internet electronic commerce.

#### **Cancellation**

The Client may modify or cancel the contract by means of a formal, written cancellation letter. For the convenience of the Client, contracts will be automatically renewed for the same length of the initial contract unless the Client explicitly cancels the contract at the end of the initial contract. Acorn may make a courtesy contact to remind the Client of the renewal, but is under no obligation to do so. To cancel or modify your contract with Acorn, contact your support representative listed above.

The Client will be responsible for payment of any and all fees through the specified contract period and renewed contract periods.

#### **Arbitration**

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed upon Arbitrator suitor pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of Acorn. Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or relating to the use of the Service or this agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred. The Client also agrees that regardless of any statute or law to the contrary, no claim may be made in excess of the actual amount the Client has paid Acorn for services rendered.

#### **Entire Agreement**

This contract constitutes the sole agreement between Acorn and the Client regarding Intell-a-Keeper. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and Acorn.

Both parties warrant that they have read and understand the terms set forth in this agreement. Acorn is a Colorado Limited Liability Company. As such, this agreement shall be governed and construed in accordance with the laws of the State of Colorado.

Client: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dated: \_\_\_\_\_

ACORN INTERNET SERVICES, LLC

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dated: \_\_\_\_\_

**Return this Contract via mail to:**

Acorn Internet Services  
Attn: Lisa Kolb  
PO Box 1602  
Colorado Springs, CO 80901

THANK YOU!