

Terms and Conditions

All Customers are required to read and agree to the following terms and conditions before subscribing to PPC services provided by WellGenPro , a product of Auxo Innovations LLC. Customer's communications with WellGenPro related to any product will be considered acceptance of the following terms & conditions.

The following terms and conditions apply to all Products and Services provided to customer by WellGenPro .

1. WellGenPro 's invoices for services rendered are billed on a recurring month-to-month basis (every 30 days), with the first payment due and owing at the time Customer purchases a subscription.
2. WellGenPro automatically bills Customer's credit card on file each month to cover the cost of Customer's invoice.
3. If Customer fails to make a payment within five (5) days from the date of an invoice (whether due to intentional nonpayment or a declined credit card), a disruption in services may take effect until payment is made.
4. Customer may terminate this Agreement at any time on thirty (30) days' written notice to WellGenPro . WellGenPro may terminate this Agreement at any time if it determines, in its sole discretion, that doing so is in the best interest of WellGenPro .
5. WellGenPro provides its Customers with a proprietary dashboard (DCP) which allows Customers to review the performance of their PPC campaign. Upon termination, the Customer will no longer have access to the Digital Catalyst Platform ("DCP").
6. Customer represents and warrants that all content shared for the PPC campaign is owned by Customer, or, if not owned by Customer, that Customer has received proper authorization from the rightful Owner to utilize the content for the PPC campaign. This includes, but is not limited to, rights to photographs, logos, trademarks, tradenames, artwork, videos, likeness, graphics, articles, blogposts, text etc.
7. In the event that any action or dispute is brought against WellGenPro resulting from conduct of the Customer, including an action or dispute concerning content on the Customer's PPC campaign, Customer shall indemnify, defend and hold harmless WellGenPro , its officers, directors, shareholders, attorneys, successors and assigns from any and all claims, proceedings, matters and/or judgments arising therefrom.
8. WellGenPro represents and warrants that it will make best efforts to provide uninterrupted access to the DCP. However, it is possible that from time-to-time unanticipated circumstances can have a detrimental impact on access to the Products.
9. WellGenPro will not be responsible for any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, internet failure, theft or destruction or unauthorized

access to the DCP (data etc.), tortious behavior, negligence, or any other cause of action related to the Products.

10. Except as directed by the Customer, WellGenPro will not disclose any non-public Confidential Information of the Customer to any third-party. Likewise, the Customer agrees that it will not convey any non-public confidential information obtained from WellGenPro to any third-party.
11. The parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, WellGenPro makes no guarantee of any outcome as a result of Customer's use of the Products and Services, including but not limited to any outcome concerning the PPC campaigns executed by WellGenPro . WellGenPro represents that it will make good faith efforts to ensure that the Customer's digital marketing is successful. WellGenPro does not warrant that the functions supplied by its work, digital marketing, consultation, advice, the Products, or work will meet the Customer's requirements or that the operation of the work/deliverables will be uninterrupted or error-free. In no event will WellGenPro be liable to the Customer or to any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate any of the Products supplied by WellGenPro , even if WellGenPro has been advised of the possibility of such damages.
12. A cookie is an alphanumeric identifier which we transfer to your hard drive through your web browser when you visit our website. It enables our own system to recognize you when you visit our website again and improve our service to you. The information is used to track visitor use of the website and to compile statistical reports on website activity. For further information about cookies visit www.aboutcookies.org or www.allaboutcookies.org. Cookies may also be used to compile aggregate information about areas of our website that are visited most frequently. This traffic information can be used to enhance the content of our website and make your use of it easier. By accessing our website/Products, you agree to us placing cookies on your computer or device. If you wish to reject our cookie, you can configure your browser to do so. However, in a few cases some of our website/Products features may not function if you remove cookies from your browser. We shall not be liable for any malfunction or other such issue that may occur due to our use of cookies.
13. The Customer does hereby expressly agree to indemnify and hold harmless WellGenPro , its Owners, its principals, officers, employees, attorneys, and contractors against all suits, actions, claims, demands, or costs of any kind to which WellGenPro may be subject to arising or resulting from anything done or omitted to be done by Customer in connection with its use of WellGenPro 's services.
14. Customer may only use WellGenPro 's services for lawful purposes. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.
15. This Agreement constitutes the entire agreement between WellGenPro and Customer regarding the use of services. All prior and contemporaneous writings, or oral agreements, are hereby merged herein. This Agreement becomes effective immediately upon Customer's electronic acknowledgment, which shall be considered Customer's signature.

16. Non-performance by either party hereunder, other than an obligation to pay money, shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, acts of God, or any other reason to the extent that the failure to perform is beyond the control of the non-performing party.
17. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to such state's principles of conflicts of law. The legal jurisdiction for this agreement shall reside in the New York State or Federal Courts, in the County of New York.