

IT IS IMPORTANT TO READ AND FULLY UNDERSTAND OUR INDEPENDENT CONTRACTOR AGREEMENT PRIOR TO AGREEING AND PARTNERING YOUR SERVICES WITH REALPSYCHICS.COM, AS THIS WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, WAIVERS OF RIGHTS, DISPUTE RESOLUTION, LIMITATION OF LIABILITY, AND YOUR INDEMNITY TO US.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, the receipt and adequacy of which are acknowledged, the parties agree as follows:

This Agreement and Business Partnership is made and entered into by and between Free Psychic Reading LLC. , a Delaware Corporation (the “Company”) Real Psychics, the provider of the technology platform or (“Network” or “Website” or “Site” or “we” or “our”) and the Independent Contractor, agreeing to provide psychic entertainment, or (the “Advisor” or “Advisors” or “Psychic Advisor” or “Psychic Entertainer” or “You” or “Your”) collectively, (the “Parties”), as a service to the (“Member” or “Client” or “User” or “Users”).

INDEPENDENT CONTRACTOR INFORMATION

Legal First Name:

Legal Last Name:

Work Phone:

Cell Phone:

Email Address:

Street Address:

City:

State/Province:

Zip Code:

WHEREAS, the Company provides an online website, Realpsychics.com, that connects Clients and Psychic Entertainers via telephone, message, chat or text for the purpose of psychic entertainment.

BY PARTNERING YOUR SERVICES WITH REALPSYCHICS.COM, YOU AGREE THAT YOUR PROVIDED SERVICE IS FOR ENTERTAINMENT PURPOSES ONLY. REALPSYCHICS.COM PROVIDES THE TECHNOLOGY TO CONNECT YOU TO

CLIENTS, WHO CHOOSES TO UTILIZE YOUR SERVICES. YOUR SERVICE IS SOLELY WITH THE CLIENT AND NOT WITH THE COMPANY.

REALPSYCHICS.COM does not refer, endorse, recommend, verify, evaluate or guarantee any OF THE OPINIONS, advice, information, AND/or other services provided by ADVISORS, and nothing COMMUNICATED VERBALLY, THROUGH ADVERTISEMENT OR IN WRITING shall be considered as a referral, endorsement, recommendation or guarantee of any ADVISOR BY REALPSYCHICS.COM.

WHEREAS, the Independent Contractor operates a business with special skills, training, and expertise in providing non-exclusive psychic entertainment services to Members contacting the Network; and

LIMITED LICENSE

In connection with its provision of services to the Network, the Company is willing to provide a limited license for Members and Independent Contractors, through the Realpsychics.com platform, to connect for the distribution and receipt of the services, via phone, chat, message or text. Such license does not, however, permit you to download or modify this Site or any portion thereof. This license does not include any resale or commercial use of this Site or its contents; any collection and/or use of any product listings, descriptions, or prices; any derivative use of this Site or its use of data mining, robots, or similar data gathering and extraction tools. This Site or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Realpsychics.com.

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COUNSELING. YOUR CLIENT SHOULD CONSULT A LAWYER, TAX ADVISOR, FINANCIAL ADVISOR, SEXUAL, PSYCHOLOGICAL, OR MEDICAL PROFESSIONAL FOR ADVICE OR TREATMENT REGARDING ANY CONCERNS.

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Any and all decisions that your client may make that are based in whole or in part upon information provided by 7TH LEVEL COMMUNICATIONS INC, REALPSYCHICS.COM AND ITS PARENT COMPANY(S), AFFILIATES, CO-BRANDERS, SUCCESSORS AND ASSIGNS, ADVERTISERS, SUPPLIERS AND OPERATIONAL SERVICE PROVIDERS AND THEIR RESPECTIVE OFFICERS, MEMBERS, MANAGERS, CO-BRANDERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, OR OTHERS INVOLVED IN CREATING SITE, will be your sole and exclusive responsibility.

IF YOUR CLIENT CHOOSES TO DISCUSS ANY TOPIC, YOUR DISCUSSION is strictly with YOU. REALPSYCHICS.COM is not RESPONSIBLE FOR, OR INVOLVED in any way, AS TO THE substance of THE relationship, advice or information given therein.

REALPSYCHICS.COM strongly recommends that ANYONE seeking advice, make an appointment with a qualified professional.

IF YOUR CLIENT IS HAVING SUICIDAL THOUGHTS YOU FEEL THEY MAY BE A DANGER TO THEMSELVES OR OTHERS, IT IS HIGHLY RECOMMENDED YOU END THE SERVICE AND IMMEDIATELY REFER YOUR CLIENT TO CALL 911 (OR THE RELEVANT EMERGENCY NUMBER FOR YOUR AREA) AND NOTIFY THE POLICE OR EMERGENCY MEDICAL SERVICES FOR HELP.

REALPSYCHICS.COM'S SERVICES

Realpsychics.com allows Members the opportunity to interact with Psychic Advisors specializing in many areas, including love and romance, career and personal goals, dream

analysis, tarot, numerology, I-ching, pet psychics and more. Members may speak with psychics via telephone, chat, message or email.

THE SERVICES

The Independent Contractor shall provide psychic entertainment services by telephone, message, chat or text to Members through the site's technology platform. The Independent Contractor shall provide such psychic entertainment services (the "Services") consistent with the Independent Contractor's particular specialized skills, training, and expertise in providing the same.

OPEN MARKET COMPETITION

The Independent Contractor is aware and agrees that their provided services will be in competition with other Independent Contractors on the Network, as well as the network owners who provide similar psychic entertainment services on the network.

NO ECONOMIC DEPENDENCE

The Independent Contractor is aware and agrees that their provided psychic entertainment services carry a potential for, but no guaranteed source of revenue for their partnered business with the network. The Independent Contractor also agrees that the partnership with the Company is not their sole source of income and the Independent Contractor holds no economic dependence with the Company. This agreement is "non-exclusive" and allows the Independent Contractor to continue to offer their services to others outside of this business partnership. The Company does not assert control over which psychic entertainers Members choose to hire for services, and thus the Company offers no guarantee for referrals. The Independent Contractor further acknowledges that their managerial skills and professionalism in operating their personal business in partnership with the Company will affect his or her opportunity for profit and loss (see section 4).

OPPORTUNITY FOR PROFIT AND LOSS

Loss: Company will not provide any equipment required to interface with the online network for the Independent Contractor to provide their service. It is the responsibility of the Independent Contractor to provide (at their sole business expense) phone service, internet service, computers, phones, headsets for speaking and any other equipment deemed necessary by the Independent Contractor. Additionally, it is the responsibility of the Independent Contractor to maintain or repair equipment (at their sole business expense), as deemed necessary by the Independent Contractor.

In addition, technical issues due to the Independent Contractors failure to maintain their equipment, loss of internet, phone system, or other technical issues may prevent a psychic entertainer from interfacing with our Network and therefore result in the inability for the Company to refer requests for psychic entertainment to the Independent Contractor.

Company shall provide refunds to Members at their sole discretion, which shall be deducted from the Contractor's gross earnings. If the Company deems a credit card payment does not meet their security standards, the specific sales will not be included in the contractor's gross earnings.

Profit: An Independent Contractor who exhibits strong managerial and performance skills may build their referral clientele and business reputation on the Network. This may result in increased service referral requests from the Company, therefore, potentially increasing the Contractor's overall commissions beyond the cost of providing the service.

NO TRAINING

The Independent Contractor represents and warrants, and the Company recognizes and acknowledges, that the Independent Contractor has unique and specialized skills, training and experience in providing psychic entertainment services, and therefore the Company has not provided and will not provide any training or instructions to the Independent Contractor on how their services are to be performed.

COMPENSATION, PAYMENT, AND TAXES

The Company shall compensate the Independent Contractor on a negotiated, flat commission basis. The company offers Independent Contractor no guarantee of referrals or the ability to generate income. Independent Contractor will be solely responsible for reporting and paying all state (if applicable), federal, self-employment or other taxes. The company will provide, in accordance with law, all applicable statement of earning forms to Independent Contractor. Negotiated Commission Rate: Contractor will receive commissions 20% of gross website service invoices, as reported for the specific Independent Contractor. The Independent Contractor shall not participate in any benefit plan or program of the Company, including, but not limited to, health insurance, life insurance, disability insurance, pension or profit sharing, worker's compensation, paid vacation, unemployment, or sick pay.

COMMISSIONS PAID VIA PAYPAL

All earned commissions will be paid via PayPal. The company will not be financially responsible for any transfer errors due to inaccurate payment routing information or technical errors. 1099-K forms will be supplied to the contractor by PayPal if applicable. Following receipt of payment, the contractor has fourteen days to examine and report to the company any questions or concerns regarding commissions. Beyond day fourteen, the contractor shall accept payment as final and questions or concerns regarding commissions shall not be considered. No earned commissions shall be transferred until the minimum threshold of \$50.00 has been met.

MEDIA RELEASE

Independent Contractor hereby grant's Company permission to use their likeness in a photograph (or any other form of media including but limited to text bios, user reviews, and publically propagated blogs) in any and all of its publications, including but not limited to website entries, without payment or any other consideration. Independent Contractor understands and agrees that

these materials will become the property of the Company and will not be returned or deleted from the server (unless by the sole decision of the Company). Independent Contractor hereby irrevocably authorizes the Company to edit, alter, copy, exhibit, publish or distribute this media for purposes of publicizing the Company's operations or for any other lawful purpose. In addition, the Independent Contractor waives the right to inspect or approve the finished product, including written or electronic copy, wherein the Independent Contractor's likeness appears. Additionally, the Independent Contractor waives any right to royalties or other compensation arising or related to the use of the above-mentioned media. Additionally, the Company is not responsible for any unauthorized, known or unknown breach of security that may result in the copying, redistribution, or copyright infringement of above-mentioned content.

NOTICE AND CONSENT FOR REAL PSYCHICS TO RECORD ALL INBOUND AND OUTBOUND CALLS.

By you, the independent contractor, utilizing our phone system, you fully consent, allow and agree for Real psychics to record, review and listen to calls for customer satisfaction, fraud prevention, or any other operational need deemed appropriate by company. In addition, members may purchase recordings of their psychic readings for a fee.

REALPSYCHICS.COM DOES NOT GUARANTEE YOUR RECORDINGS WILL REMAIN PRIVATE. IF YOU HAVE PRIVACY CONCERNS REGARDING YOUR CONVERSATIONS, DO NOT PARTNER REALPSYCHICS.COM.

REAL PSYCHICS REVIEW SYSTEM

All registered Members in good standing will have the opportunity to review their last purchase directly after their service, via SMS or from within their user account. The quality of the review is based on a "star" system: 1 star = poor. 5 stars = excellent. Realpsychics.com will moderate all reviews prior to posting. Realpsychics.com reserves the sole right and decision to approve or deny the publishing of any member submitted psychic reviews.

By your client posting, submitting or uploading a review, you automatically grant to the Company an irrevocable, perpetual, non-exclusive, fully paid, sublicensable, transferable, worldwide license to use, copy, perform, display, and distribute said review and to prepare derivative works of, or incorporate into other works, said review, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by users posting reviews to Realpsychics.com, you automatically grant the Company all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the review by any party for any purpose. In addition, you are granting the Company the unrestricted right, throughout the world and in perpetuity, to copy, sublicense, adapt, transmit, perform, display or otherwise use, at no cost whatsoever to the Company, any and all material or content you post or submit, including, without limitation, all intellectual property rights embodied therein.

Each Member is solely responsible and liable for the contents of his or her review, and we are not responsible in any way for the content or opinions expressed therein. We have the right, but

not the obligation, to refuse to post, remove, edit or move, at any time, any material posted, in each case as we deem appropriate. It is forbidden for any Independent Contractor to post reviews on the Real Psychics platform.

MOBILE TERMS AND CONDITIONS

You, give permission for Real Psychics to send to your provided cell number periodic texts regarding requests for your services or other important updates from the company. You also state that you are the rightful owner of the cell phone number provided. Text Alerts are enabled by Real Psychics. There are no premium charges, however, standard carrier Msg&Data rates may apply. Text STOP any time to quit. This product is not compatible with all phone models or carriers. You must be 18 or older or have permission from a parent or guardian to participate. Text HELP for help. T-Mobile is not responsible for undelivered messages. Carriers are not liable for delayed or undelivered messages. Finally, you agree to update Realpsychics.com (by replying STOP or calling customer service) prior to abandoning your ownership of the provided cell phone number.

Carriers Supported

AT&T, Sprint, T-Mobile®, Verizon Wireless, Virgin Mobile USA, U.S. Cellular®, Metro PCS, ACS Wireless, All West Wireless, Bluegrass, Boost USA, Cambridge Telecom, Cellcom, Cellular South, Centennial, Cincinnati Bell, Cricket Communications, Cellular One of East Central Illinois, Appalachian Wireless, Farmer's Mutual Telephone Company, General Communications, Golden State Cellular, PC Management, Inland Cellular, Illinois Valley Cellular, Nex-Tech Wireless, Nucla-Naturita, nTelos, Revol, Silver Star PCS (Gold Star), Snake River PCS, South Central, Syringa, Thumb Cellular, UBET Wireless, Unicel, United Wireless, and West Central Wireless.

Contact Mobile Marketing Member Services at admin@realpsychics.com

NO HOURS OR SCHEDULE

Independent Contractor will provide to the company their availability and the Company will have no control or requirements of when the Independent Contractor shall make themselves available for the referral of the Services.

METHOD AND MANNER / NO SUPERVISION OR REPORTING

The Company is interested only in the results achieved by the Independent Contractor. The Independent Contractor shall have sole and exclusive control of the manner and means by which the Services are performed and shall do so according to the Independent Contractor's own means and methods of work. The Company shall have no right to, and shall not, control, direct, approve or change the details, manner or means by which the Independent Contractor performs the Services.

NON-EXCLUSIVE AGREEMENT

The Independent Contractor retains the right to provide services similar to the Services to other individuals, businesses or the general public.

BUSINESS LICENSES

The Independent Contractor represents and warrants, and the Company recognizes and acknowledges that the Independent Contractor shall, at his or her sole cost and expense, secure and maintain in effect continuously throughout the term hereof any licenses necessary in connection with the performance of the Independent Contractor Services.

COMPLIANCE WITH LAWS

The Independent Contractor shall provide the Services in accordance with all applicable laws, regulations, ordinances, and contracts applicable thereto.

INDEMNIFICATION

YOU UNDERSTAND, ACKNOWLEDGE AND AGREE TO DEFEND INDEMNIFY, AND HOLD HARMLESS 7TH LEVEL COMMUNICATIONS INC, REALPSYCHICS.COM AND ITS PARENT COMPANY(S), AFFILIATES, CO-BRANDERS, SUCCESSORS AND ASSIGNS, ADVERTISERS, SUPPLIERS AND OPERATIONAL SERVICE PROVIDERS, THEIR RESPECTIVE OFFICERS, MEMBERS, MANAGERS, CO-BRANDERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, OR OTHERS INVOLVED IN CREATING SITE, FROM ANY AND ALL CLAIMS, ACTIONS, COSTS, EXPENSES, OR DEMANDS, INCLUDING BUT NOT LIMITED TO ANY SETTLEMENT AND/OR ATTORNEY'S FEES, RESULTING FROM CLAIMS AGAINST ANY PSYCHIC ADVISOR, YOUR USE OF THE SITE AND ITS SERVICES WHETHER VIA THE INTERNET OR TELEPHONE AND ANY CONTENT YOU SUBMIT, POST TO OR TRANSMIT THROUGH THIS SITE, YOUR USE OF SERVICE AND ANY ADVICE OR INFORMATION OBTAINED THEREBY, YOUR VIOLATION OF THIS AGREEMENT, YOUR VIOLATION OF ANY RIGHTS OF ANOTHER, OR TERMINATION OF YOUR ACCESS TO THE SITE AND/OR SERVICES OTHERWISE ARISING OUT OF YOUR USE OF THIS SITE IN ANY MANNER.

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INDEMNIFICATION IS SUCH THAT IT SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES, EVEN IF 7TH LEVEL COMMUNICATIONS INC,

REALPSYCHICS.COM AND ITS PARENT COMPANY(S), AFFILIATES, CO-BRANDERS, SUCCESSORS AND ASSIGNS, ADVERTISERS, SUPPLIERS AND OPERATIONAL SERVICE PROVIDERS, THEIR RESPECTIVE OFFICERS, MEMBERS, MANAGERS, CO-BRANDERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, OR OTHERS INVOLVED IN CREATING SITE, AND ATTORNEYS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INDEMNIFICATION SHALL APPLY WHETHER OR NOT THE DAMAGES ARISE FROM USE OR MISUSE AND/OR RELIANCE ON THE SERVICE, FROM INABILITY TO USE THE SERVICE, OR WHETHER IT COMES FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE TO INCLUDE SUCH DAMAGES HAVING BEEN INCURRED BY A THIRD PARTY. SUCH INDEMNIFICATION WILL APPLY IN REGARDS TO DAMAGES HAVING BEEN INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS WHICH HAVE BEEN PROVIDED ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS PROVIDED ON THE SITE.

SUCH INDEMNIFICATION SHALL APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH INDEMNIFICATION SHALL APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, REALPSYCHICS.COM, TO INCLUDE ANY SERVICE, WHETHER PROVIDED BY INTERNET OR TELEPHONE. SUCH INDEMNIFICATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUCH INDEMNIFICATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

UNDER NO CIRCUMSTANCES SHALL 7TH LEVEL COMMUNICATIONS INC, REALPSYCHICS.COM AND ITS PARENT COMPANY(S), AFFILIATES, CO-BRANDERS, SUCCESSORS AND ASSIGNS, ADVERTISERS, SUPPLIERS AND OPERATIONAL SERVICE PROVIDERS, THEIR RESPECTIVE OFFICERS, MEMBERS, MANAGERS, CO-BRANDERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, OR OTHERS INVOLVED IN CREATING SITE BE HELD LIABLE IN ANY WAY 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, ACT OF TERRORISM 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.

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have been obtained by the Company or Independent Contractors for such use. Realpsychics.com may, in appropriate circumstances as well as at its own discretion, terminate the accounts of or access of users who infringe upon the intellectual property rights of others.

DIGITAL MILLENNIUM COPYRIGHT ACT

Infringement Not Permitted. the Company does not permit copyright infringing activities and infringement of intellectual property rights on its Site, and the Company will remove any content if properly notified that such content infringes on another's intellectual property rights. the Company reserves the right to remove any content without prior notice.

DMCA Notice. If you are a copyright owner or an agent thereof and believe that any Third-Party Content or other Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (d) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (e) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Company's designated Copyright Agent to receive notifications of claimed infringement is:

Real Psychics

E-mail: admin@realpsychics.com

You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

Counter-Notice. If you believe that your Third-Party Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your Third-Party Content, you may send a counter-notice containing the following information to the Copyright Agent:

- (a) Your physical or electronic signature;
- (b) Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- (c) A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- (d) Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Delaware, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

Effect of Counternotice. If a counter-notice is received by the Copyright Agent, Realpsychics.com may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Realpsychics.com sole discretion.

CONFIDENTIALITY / NO VIOLATION

Independent Contractor acknowledges that during the engagement he/she will have access to various trade secrets, processes, information and records owned by Company and/or used by Company in connection with the operation of its business including, without limitation, Company's customer lists, accounts, and procedures. Independent Contractor agrees that he/she will not disclose any of these materials or information, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement. **THE INDEPENDENT CONTRACTOR FURTHER AGREES THAT HE/SHE WILL NOT DISCLOSE THE TERMS OF THIS AGREEMENT TO ANY PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY AND SHALL AT ALL TIMES PRESERVE THE CONFIDENTIAL NATURE OF INDEPENDENT CONTRACTOR'S RELATIONSHIP TO COMPANY.**

NON-DISPARAGEMENT

The Company has internal procedures for complaints and disputes to be addressed and resolved. You agree that you will not (nor will you cause or cooperate with others to) publicly criticize, ridicule, disparage or defame the Company or its products, services, policies, directors, officers, shareholders, or employees, with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym). Contractor agrees to provide full cooperation and assistance in assisting the Company to investigate such statements if the Company reasonably believes that you are the source of the statements. The foregoing does not apply to statutorily privileged statements made to government or law enforcement agencies. The Company may (at its sole discretion) fine Contractor \$3500.00 per occurrence.

NON-SOLICITATION / NON-CIRCUMVENTION

You may NOT be in direct contact with any of our MEMBERS outside the website application, provide your contact information to a MEMBER for any reason, or attempt to obtain contact information from a MEMBER. If you choose to violate of these terms of use, the Realpsychics.com bears no liability for any resulting actions.

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ALTHOUGH REALPSYCHICS.COM STRIVES TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE SITE, REALPSYCHICS.COM DOES NOT MAKE ANY GUARANTEE THAT THIS SITE IS FREE OF VIRUSES, WORMS, SOFTWARE LOCKS, DROP DEAD DEVICE, TROJAN-HORSES, ROUTINGS, OR ANY OTHER HARMFUL AND DESTRUCTIVE CODES, INSTRUCTIONS, PROGRAMS OR COMPONENTS. REALPSYCHICS.COM DOES NOT HOLD ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM.

NO ADVICE OR READING, WHETHER SPOKEN OR WRITTEN, THAT HAS BEEN OBTAINED BY A MEMBER FROM REALPSYCHICS.COM OR THROUGH USE OF ITS SERVICES, SHALL CREATE ANY EXPECTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. IN PARTICULAR BUT NOT LIMITED TO, REALPSYCHICS.COM FURTHER MAKES NO WARRANTY THAT 1) THE WEBSITE AND/OR SERVICES WILL MEET YOUR REQUIREMENTS; 2) THE WEBSITE AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; AND 3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE AND/OR SERVICES WILL BE ACCURATE OR RELIABLE.

REALPSYCHICS.COM WILL NOT BE HELD LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET OR TELEPHONE CONNECTION AND/OR ANY AND ALL SERVICES PURCHASED ON OR VIA THE WEBSITE AND/OR TELEPHONE. SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF IMPLIED WARRANTIES. THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU INsofar AS THEY RELATE TO IMPLIED WARRANTIES.

THE TERM OF AGREEMENT

The term of this agreement (original term) shall commence on the date of signature of this agreement, and shall continue for a period of 30 days thereafter. After the original term, the agreement shall continue on a 30 day, self-renewing (optional term), thereafter, provided the Independent Contractor is not in default of any of the terms, conditions, or provisions of this agreement. Company or Independent Contractor reserves the right to terminate this agreement at any time, without advance notice, for any reason whatsoever, with written notice via email or mailed letter. In addition, Independent Contractor's have the right to terminate the individual services at any time if a comments and/or behavior are considered by the Member to be inappropriate, abusive, or threatening. Independent Contractor will report the issue to administration and the client may be banned (at the sole discretion of the company) from future access to the website and its services.

NO ASSIGNMENT OF SERVICES

Independent Contractor shall not assign their rights of purchased services or benefits under this Agreement to any other person and shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law without the prior, written consent of Realpsychics.com. Any action of assignment is in violation of this agreement and is strictly FORBIDDEN.

NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any subsequent breach of the same provision or any other provision.

COUNTERPARTS AND EFFECTIVENESS

This Agreement may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but which counterparts together shall constitute one and the same instrument.

GOVERNING LAW

You agree that the Realpsychics.com website shall be deemed solely based in the State of Delaware. You further agree that the Realpsychics.com website shall be deemed a passive website that does not give rise to personal jurisdiction over the Company, either specific or general, in jurisdictions other than Delaware.

These Terms of Use will be governed and interpreted in accordance with the internal laws of the State of Delaware applicable to agreements entered into and to be wholly performed therein, without regard to principles of conflict of laws. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from the remainder of these Terms of Use, which shall remain in full force and effect. These Terms of Use are governed by a mandatory arbitration clause set out below, however, if a court is necessary in whole or in part to enforce these Terms of Use, You consent and submit to the sole and exclusive jurisdiction of the state and federal courts located in Clark County, Delaware and waive any objection to personal jurisdiction, to venue, or to convenience of forum.

PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY. YOU ARE REQUIRED TO RESOLVE DISPUTES WITH REALPSYCHICS.COM ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF WAIVING YOUR right TO A TRIAL.

DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to the Realpsychics.com website, this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Dover, Delaware, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, or by the American Arbitration Association pursuant to its Commercial Arbitration Rules. The arbitrator may not award any consequential, indirect, exemplary, special or incidental damages arising from or relating to your use of the Realpsychics.com website (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss). Judgment on the Award may be entered in any court having jurisdiction. You and we will each pay one-half of the costs and expenses of such arbitration, and each of the parties will separately pay their counsel fees and expenses.

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court in Clark County, Delaware to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, trademarks, and trade secrets, but not privacy or publicity rights).

STATUTE OF LIMITATIONS

You agree to file any claim regarding any aspect of Realpsychics.com or these Terms of Use within six months of the time in which the events giving rise to such claim began, or you agree to waive such claim.

CLASS ACTION WAIVER

You agree that any arbitration shall be conducted in your individual capacity only and not as a class action or other representative action, and you expressly waive your right to file a class action or seek relief on a class basis. **YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein, and supersedes and replaces any prior agreements and understandings, whether oral or written between them with respect to such matters. The provisions of this Agreement may be waived, altered, amended or repealed in whole or in part only upon the written consent of both parties to this Agreement.

TITLE AND SUBTITLE

The titles of the Sections and subsections of this Agreement and any exhibits are for the convenience of reference only and are not to be considered in construing this Agreement.

Legal Digital Signature of Independent Contractor:

Legal Digital Signature of Company Representative:

