

Terms and Conditions of Use

Date of Last Revision: April 3, 2010

A. INTRODUCTION

Welcome to telePARTICLES! For the protection of our partners, suppliers, you and us, the Terms of Use of telePARTICLES are very important.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR USING TELEPARTICLES OR ANY OTHER SERVICES WE PROVIDE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL THE TERMS AND CONDITIONS INCORPORATED BY REFERENCE.

IF YOU DO NOT AGREE OR CANNOT COMPLY WITH THESE TERMS AND CONDITIONS, DO NOT USE ANY OF THE SERVICES WE PROVIDE OR OFFER. ANY VIOLATION OF THESE TERMS AND CONDITIONS SHALL CAUSE YOU TO IMMEDIATELY SURRENDER ANY AND ALL AUTHORITY TO USE OUR SERVICES.

THESE TERMS AND CONDITIONS SHALL APPLY IN FULL FORCE REGARDLESS OF WHETHER YOU EXPRESSLY AGREE TO THEM DURING ANY SIGNUP OR REGISTRATION PROCESS PROVIDED BY VoAPPS, LLC., TELEPARTICLES OR ANY OF IT'S SUBSIDIARIES OR AFFILIATES (THE "COMPANY"), REGARDLESS OF WHETHER OR NOT YOU ARE A REGISTERED USER, IF YOU ARE USING ANOTHER'S REGISTERED ACCOUNT OR IF YOU ARE OTHERWISE USING ANY SERVICE WE PROVIDE IN ANY MANNER. BY PUTTING A CHECK MARK NEXT TO I AGREE AND REGISTERING FOR THE SERVICE OR BY USING THE API, TEMPLATES OR OTHER ACCESS TO THE SERVICES YOU EXPRESSLY AGREE TO THESE TERMS AND CONDITIONS.

telePARTICLES is owned and operated by VoAPPS, LLC. ("VoAPPS"). The term 'Service' includes the telePARTICLES website ('Site'), downloadable components of the Site ('Site Materials') and various software applications ('Software') for use with computers, business processes and/or mobile devices. Unless explicitly stated otherwise, any new Services, capabilities or features provided by the Company that augment, extend or enhance current Services or are by their nature new capabilities shall also constitute "Services" and shall be subject to these Terms and Conditions. These Terms and Conditions apply to your access to, and use of, the Site, the Software and the Service. However, these Terms and Conditions do not alter in any way the terms or conditions of any other agreement you may have with the Company for any products, services or other offering of the Company. You may receive a copy of this Agreement by emailing us at: info@voapps.com.

B. GENERAL TERMS

1. PRIVACY

Please refer to the Privacy Pledge on our Site for information on how we collect, use and disclose personal information from users of the Service.

2. MODIFICATION OF TERMS

The Company reserves the right to change or modify any provision of these Terms and Conditions, and any policy or guideline governing your use of the Service, at any time in its sole discretion. Any such changes or modifications will be effective immediately upon posting of revisions on the Site, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site or the Service following the posting of such changes or modifications will confirm your acceptance thereof. Therefore, you are responsible for frequently reviewing these Terms and Conditions and any applicable policies or guidelines on the Site or Service. If you do not agree to any changes or modifications to these Terms and Conditions or to any applicable policy or guideline on the Site or the Service, your sole recourse is to stop using the Site and the Service.

3. ELECTRONIC COMMUNICATIONS

When you visit the Site, use the Service or send emails to us, you communicate with us electronically and consent to receive communications from us electronically. We will communicate with you by email to your registered email address, by posting general notices on the Site or Service, or by posting messages that are displayed to you when you log in to the Site or Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4. LIMITED LICENSE

Subject to your acceptance of and compliance with these Terms and Conditions and with the payment requirements for the Services, the Company hereby grants you a limited, non-exclusive, non-transferable, revocable, non-sublicenseable right and license, to access and use the Services, solely in accordance with these Terms and Conditions. Except as may be expressly authorized under these Terms and Conditions, you may not, and may not attempt to,

- modify, alter, tamper with, repair, or otherwise create derivative works of any Service;
- reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any Software or Site Material included in the Service;
- collect, use, copy or distribute of any portion of the Service;
- use data mining, robots or similar data gathering or extraction methods on the Service;
- use packet sniffers or other network or IP tracing technologies on the Service;
- use the Service in any manner other than for their intended purposes; and
- allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever

You may write a software application or Website (an "Application") that interfaces with the Services. You acknowledge that we may change, deprecate or republish APIs, templates or other components of the Service or feature of a Service from time to time, and that it is your responsibility to ensure that calls or requests you make to or via our Service are compatible with then-current APIs, templates or other components of the Service. The Company will attempt to inform you of any changes with reasonable notice so you can adjust your Application, but we are under no obligation to do so.

Under these Terms and Conditions, the Company hereby grants to you a non-transferable, non-sub-licenseable, non-exclusive license to display the trade names, trademarks, service marks,

logos, domain names of the Company (each, a "Company Mark") for the purpose of promoting or advertising that you use the Service. You may use metatags or other "hidden text" utilizing "telePARTICLES" or any other Company Mark for the purpose of promoting or advertising that you use the Service.

In return you hereby grant the Company a non-transferable, non-sub-licenseable, non-exclusive license to display your trade names, trademarks, service marks, logos, domain names and the like for the purpose of promoting or advertising that you use the Service. In using Company Marks, you may not: (a) display a Company Mark in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by the Company; (b) use Company Marks to disparage the Company or its products or services; (c) display a Company Mark on a site that violates any law or regulation; or (d) remove, obscure, or alter any notice of any Company Mark, trademark, service mark or other intellectual property or proprietary right appearing on, associated with or contained within the Site, Site Materials or Services.

Notwithstanding the above, the Company may determine in its sole discretion whether its marks may be used in connection with your Application. You understand and acknowledge that we are not certifying nor endorsing, and have no obligation to certify or endorse, any of your Applications or your content. Furthermore, we may modify any Company Mark provided to you at any time, and upon notice, you will use only the modified Company Marks and not the former Company Marks. Other than as specified in these Terms and Conditions, you may not use any Company Mark without our prior written consent.

Provided that you comply with these Terms and Conditions, you may use the Services to execute Applications owned or lawfully obtained by you. You are solely responsible for your Applications, including any data, text, images, or content contained therein and for all traffic, fees and charges originating from or generated by your Application.

The rights granted by us in this Agreement with respect to the Service are nonexclusive, and we reserve the right to: (i) act as a developer of products or services related to any of the products or services that you may develop in connection with the Service or via your use of the Services; and (ii) appoint third parties as developers or systems integrators who may offer products or services which compete with your products or services.

All rights not expressly granted under these Terms and Conditions are retained by the Company.

5. USER CONDUCT

Any unauthorized use of the Site or the Service, is expressly prohibited. The User agrees to abide by all applicable local, national and international laws and regulations and is solely responsible for all acts or omissions that occur under its account or password, including the content of any transmissions through the Site or the Service. By way of example, and not as a limitation, the User agrees not to: (a) Use the Site or the Service in connection with spamming or unsolicited messages (commercial or otherwise). The Company requires that all recipients of Voice Telemarketing messages to have opted in to receive them; (b) Harvest or otherwise collect information about others, including telephone numbers, email addresses, or other personally identifiable information without their consent; (c) Create a false identity, telephone address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message; (d) Transmit through the Site or the Service, associate with the Site or the Service

or publish with the Site or the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; (e) Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity; (f) Libel, defame or slander any person, or infringe upon any person's privacy rights; (g) Transmit any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs; (h) Interfere with or disrupt networks connected to the Site or to the Service or violate the regulations, policies or procedures of such networks; (i) Attempt to gain unauthorized access to the Site or to the Service, other accounts, computer systems or networks connected to the Site or to the Service, through password mining or any other means; (j) Interfere with another User's use and enjoyment of the site or the Service or another entity's use and enjoyment of similar services; or (k) Engage in any other activity that the Company believes could subject it to criminal liability or civil penalty or judgment.

6. DO NOT CALL LIST & OPT-INS

telePARTICLES and the Company are in no way affiliated with the Do Not Call Registry. It is the sole responsibility of the account holder to ensure all phone numbers used for any commercial purpose comply with the Do Not Call Registry. telePARTICLES and the Company require that all recipients of Telemarketing Voice messages shall have opted in to receive such messages according to all relevant Federal and State regulations. By accepting these Terms and Conditions you agree and certify to telePARTICLES and to the Company that any user of the Site or Service has ensured that all contact information such as phone numbers or email addresses have been authorized to be contacted according to all applicable Federal and State regulations.

7. REGISTRATION INFORMATION

You agree, as a condition of your use of the Service, to provide the Company with accurate and complete information when registering for or using the Site or the Service, and to update and maintain such information. The Company has the right to suspend, restrict or terminate your use of the Site or the Service and to refuse any future use of all or portions of the Site and/or the Service if it has reason to believe that you have failed to comply with these requirements.

8. MINIMUM AGE

If you are under the age of eighteen, you are prohibited from using or registering for the telePARTICLES Service. By using or registering for the Service, you warrant to the Company that you are above the age of eighteen.

9. TELEPHONE & EQUIPMENT CHARGES

The Company is not responsible for any charges or fees that you may incur from dialing outside of the United States or any other connection charges that you may incur when using the Site or the Service. If the Company is billed by a third party for such charges or fees, the charges and fees will be billed to you or debited from your account.

You are responsible for providing the equipment and services, if any, and configuring your equipment correctly, for your access to and use of the Site and the Service. The Company is not responsible for any telephone or internet connection charges, surcharges, taxes, or for any other amounts incurred in accessing the Site or the Service, for which you accept all responsibility. If the Company specifies, at any time, any particular system requirements or

hardware specifications for use of the Service, you will be responsible to provide the same or to cease to use the Site and/or the Service.

10. ACCOUNT SECURITY

In order to use the Service, we require you to register and create an account. When you sign up for the Service, you will establish a Username and a Password. Only one individual may access the Service at the same time using the same username and password. You are responsible for protecting the confidentiality of your Username and Password, and you are fully responsible for all activities that occur under your Username.

You agree: (a) to exit from your account when you conclude each session, and (b) to immediately notify the Company of any loss, compromise or unauthorized use of your Username and Password or any other breach of security. The Company is not liable for any loss or damage of any kind, whether tangible or intangible, resulting from either the authorized or unauthorized use of your Account or Username.

The Company endeavors to use reasonable security measures to protect against unauthorized access to your account and to any User Content you designate as Private. We cannot, however, guarantee absolute security of your account, your User Content or the personal information we collect, and we cannot promise that our security measures will prevent third-party "hackers" from illegally accessing the Service, the Site or its contents. You agree to immediately notify the Company of any unauthorized use or your account or password, or any other breach of security, and to accept all risks of unauthorized access to the Registration Data and any other information or Content you provide or post to the Site or to the Service.

11. CONSENT TO RECORD

You agree and consent that the Company may record oral or voice communications, utterances, conversations or commands, made by you during the use of the Service. By using the Service, you expressly consent and grant to the Company the right to record and use these recordings. If you do not authorize the Company to make or use these recordings, you may not use the Service.

The Company is under no obligation to monitor any recording for accuracy, completeness, or quality. The User understands that recordings may or may not resemble that which User intends to record and that the Company is under no obligation to ensure that recordings will successfully represent that which User intends to record.

12. RESTRICTION AND MODIFICATION OF SERVICE

You agree that the Company may limit your use of the Service, including without limitation the frequency and duration for which you may access the Service, and that the Company has no responsibility or liability for any unavailability or limitation on use of the Site or of the Service. In addition, the Company reserves the right at any time to limit: access to, modify, change or discontinue the Site or the Service, or any part thereof, with or without notice. You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or of the Service. You acknowledge and agree that the Company may establish general practices and limits, which may or may not be published or made public outside of the Company, concerning the use of the Site or the Service, including without limitation the maximum time that messages will be retained, the maximum number of messages

that may be sent from or received by an account, the length of message sent and the maximum number of attempts, and the maximum duration for which you may access the Site or the Service, in a given period of time. You agree that the Company has no responsibility or liability for the deletion or failure to store or deliver any messages and other communications maintained, utilized or transmitted by or on behalf of the Site or the Service. You acknowledge that the Company reserves the right to terminate any inactive or dormant account(s). You agree and the Company reserves the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

13. NO SPAM AND CONSENT TO DAMAGES

The Company will immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited messaging activities that are in violation of or otherwise run contrary to any applicable Federal or State law. Such activities may cause harm to the Company (and our customer base) in numerous ways including, but not limited to, damaging the brand name of telePARTICLES, VoAPPS or any of their subsidiaries or affiliates brand names, damaging our reputation for delivering messages, products or services, damaging our reputation for privacy, damaging our ability to attract and retain customers, and damaging other consumer, customer and business goals, activities, or relationships.

The Company retains sole responsibility and discretion for calculating losses; because these and other damages are often difficult to quantify, if actual damages cannot be reasonably calculated by the Company; then you agree to pay the Company liquidated damages of \$10.00 for each piece of spam, unsolicited message or other transaction which is created, transmitted or otherwise determined to emanate from or otherwise be connected with your account, which is deemed, in the sole judgment of the Company to be inappropriate, illegal or in violation of Federal or State law; otherwise, you agree to pay the Company their actual damages, to the extent such actual damages can be reasonably calculated by the Company.

14. COMPLIANCE WITH FEDERAL AND STATE REGULATIONS

User agrees to comply with the rules and regulations with specific regard to the Federal Trade Commission, the Federal Communications Commission and Congressional National Do Not Call Registry rules and regulations and individual State Do Not Call Lists rules and regulations along with any other similar laws that may be applicable to User's use of the Service. User agrees not to violate these, or any other applicable Federal or State laws and represents and warrants that User's use of the Service will not cause the Company to violate these or other applicable laws.

User agrees to comply with the anti-solicitation provisions of the Federal Telephone Consumer Protection Act of 1991, and any amendments thereto, at 47 U.S.C. § 227, the Federal Communications Commission's implementing regulations, at 47 CFR § 64.1200 et seq., and any other similar laws. User agrees not to violate these, or any other applicable anti-solicitation laws, and represents and warrants that its use of the Service will not cause the Company to violate these or other similar laws.

User agrees that it is the sole responsibility of User to abide by any laws defined by the State or Federal Government in which the Site or the Services would be applicable. User understands and agrees that the Company will not be held responsible for damages to the User or any third party incurred due to User's failure to abide by State and/or Federal laws. Please refer to the

Telephone Consumer Protection Act of 1991. You may visit the Federal Communications Commission Web site at <http://www.fcc.gov> and the Federal Trade Commission Web site at <http://www.ftc.gov>. Please refer to the appropriate State Attorney Generals office or other applicable offices for telemarketing rules and or regulations pertaining to your intended application and use of the Service.

15. NO RESPONSIBILITY FOR CONTENT

As part of the Service, the Company may offer User access to communications, media and commerce services. The Company does not guarantee the accuracy, integrity, quality or appropriateness of any messages, communications, information, data, text, music, sound, or other materials ("Content"), whether provided publicly or privately through or in conjunction with the Site or the Service. You acknowledge that the Site and the Service simply acts as a passive conduit for the distribution and transmission of Content and information. You acknowledge that the Company has no obligation to screen, preview, or monitor such Content, information or any part of an event, transaction or transmission provided by or in conjunction with the Site or the Service. By using the Service, you agree that it is solely YOUR RESPONSIBILITY to evaluate the accuracy, usefulness, completeness, or appropriateness of any Content or information that you use or that you send, receive, access, post, or otherwise transmit through or in conjunction with the Service, including Content that may be offensive, indecent or objectionable. Under no circumstances will the Company be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content sent, accessed, posted or otherwise transmitted or used in conjunction with or via the Site or the Service.

16. SERVICE PROVIDERS

The Service may provide User with opportunities to be transferred or linked to third party providers ("Service Providers") of products, services, advertisements or Content that may be accessible through and operate with the Site or the Service. The Company does not endorse and is not responsible for or liable for any Content, data, advertising, products or services, or performance available or unavailable from, or through, such Service Providers. You further agree that should you use or rely on such Content, data, advertisement, goods or services on, available or unavailable from, or through any such Service Providers, the Company is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of Service Providers, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Service Providers exclusively and do not involve the Company. Furthermore, you agree that the Company is not responsible for the accessibility, availability or unavailability of Service Providers or for your interaction and/or dealings with them.

17. REPEAT INFRINGER POLICY

The Company will terminate, in appropriate circumstances and at our sole discretion, accounts of account holders who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Site and the Service and/or terminate the account(s) of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

18. COPYRIGHTS AND TRADEMARKS

“telePARTICLES”, the telePARTICLES logo, and any other product or service names, logos or slogans of telePARTICLES or of the Company and other Company Marks contained on the Site or in the Service are trademarks of the Company and may not be copied, imitated or used, in whole or in part, without the prior written permission of the Company. In addition, the look and feel of the Site and the Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of the Company may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on the Site or in the Service are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

Unless otherwise indicated, the Site and all content and other materials on the Site, including, without limitation, Company logos and any Service logos as well as all designs, text, graphics, logos, icons, images, photographs, audio clips, video clips, digital downloads, data compilations, software and the selection and arrangement thereof (collectively, the "Site Materials") are the property of the Company or its licensors or users and are protected by United States and international trademark, copyright and intellectual property rights laws.

Any use of the Site, Services or of any Site Materials not owned by you, other than as specifically authorized herein, without the express prior written permission of the Company, is strictly prohibited and will terminate the license granted herein and constitute a breach of the license granted herein. Such unauthorized use may also violate applicable laws, including, but not limited to, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by the Company at any time.

19. HYPERLINKS; THIRD PARTY SITES

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not in the sole opinion of the Company portray the Company or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any pornographic, illegal, offensive, harassing or otherwise objectionable material. This limited right may be revoked at any time. You may not use a telePARTICLES logo or other proprietary graphic of the Company to link to the Service without the express written permission of the Company. Further, you may not use, frame or utilize framing techniques to enclose any Company trademark, logo or other proprietary information, including the images found at the Site or in the Service, the content of any text or the layout/design of any page or form contained on a page on the Site or in the Service without our prior, express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of the Company or any third party.

The Company makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site or Service, or Web sites linking to the Site or Service. Such sites are not under our control and the Company is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. We provide these links to you only

as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by the Company of any site or any information contained therein. When you leave the Site or our Service, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or Service.

20. THIRD PARTY SITES AND CONTENT

The Company may provide third party content on the Site or Service or may host audio, photo and video galleries, Web pages, Web Sites and other content of third parties ("Third Party Content"). The provision or hosting of any Third Party Content is provided solely as a convenience to its users. The Company does not endorse, approve, control or adopt any Third Party Content and has no responsibility to review, monitor or update such Third Party Content. The Company makes no representation or warranty regarding, and is not responsible or liable for, the quality, accuracy, completeness, nature, ownership, noninfringement or reliability of any Third Party Content, and it is not liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, profanity or violation of rights contained in any Third Party Content. Users use Third Party Content at their own risk.

21. ADVERTISEMENTS AND PROMOTIONS

The Company may run advertisements and promotions from third parties on the Site or through the Service and may otherwise provide information about Third Party Content or third party products or services. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. The Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such advertisers Third Party Content or third party information or promotions on the Site or the Service.

22. INTERACTIVE SERVICES OR AREAS

The Site and the Service includes (or may in the future include) content distribution and storage services or other interactive areas or services in which you or other users create, post or store content, messages, materials, photos, audio, video, text, music, sound data, information, graphics, code or other content, items or materials ("User Content") on the Site or through the Service (collectively, "Interactive Areas"). You are solely responsible for your use of and access to the Interactive Areas and you agree to use them at your own risk.

By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site or Service any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable or harmful, including without limitation photographs or other User Content containing nudity that would be unacceptable in a public museum where minors visit;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, endanger national security, or that would otherwise create liability or violate any local, state, national or international law;
- User Content that may infringe or violate any patent, trademark, trade secret, copyright or other intellectual or other right of any party. By posting any User Content, you

represent and warrant that you have the lawful right to use, display, distribute, and reproduce such User Content;

- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Private or personally identifiable information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- Viruses, corrupted data or other harmful, disruptive or destructive files; and
- User Content that, in the sole judgment of the Company, is objectionable, harmful or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Service, or which may expose the Company or its users to any risk, harm or liability of any nature.

Although Company has no obligation to screen, edit or monitor any of the Content posted in any Interactive Area, the Company reserves the right, in its sole discretion, to screen, edit, reject, refuse to post, disable access to or remove any or all User Content (including images or videos) posted by you or stored on the Site or the Service, or to deny, restrict, suspend, or terminate your account or your access to all or any part of the Site or the Service, at any time, for any or for no reason, with or without prior notice or explanation, and without liability, including without limitation in the event that the Company believes that you have violated these Terms and Conditions or pose any risk, danger or threat to the Company, its users or the public. You are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site or through the Service at your sole cost and expense. Please note that the content and conduct rules set forth in these Terms and Conditions do not create any third party rights or create any private right of action, but rather may be enforced or not enforced by the Company or their agent in their sole discretion. Any decision or failure to take action or to take no action by the Company in the enforcement of these rules, whether in general or in a particular instance, shall not be considered a waiver of any right to do so in the future or in other situations.

Although we prohibit certain activities in these Terms and Conditions, you acknowledge and agree that the Company does not control and takes no responsibility nor has any liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is the Company liable for any mistakes, defamation, slander, libel, omissions, falsehoods, fraud, obscenity, pornography or profanity you may encounter. Your use of the Site, any services provided through the Site and your use of the Service is at your own risk. As a provider of services, the Company is not liable for any statements, representations or User Content provided by its users on the Site or through the Service. Any use of the Site or the Service in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site and/or the Service.

Unless we indicate otherwise, you retain all copyright in any User Content you post on the Site or the Service. However, by posting any User Content or otherwise participating in any Interactive Area, you grant the Company a perpetual, irrevocable, nonexclusive, royalty-free, and fully sublicensable right to use, publish, distribute, reproduce, perform, adapt and display the User Content on or in connection with the Site, the Service and other Products and Services provided by the Company, including the right to use the name that is submitted in connection

with such Content. You further understand and agree that, in order to help ensure smooth operation of our system, we may keep backup copies of User Content indefinitely.

You understand and acknowledge that any User Content contained in public postings, including any galleries that are not designated as private, will be accessible to the public and could be accessed, indexed, archived, linked to and republished by others including without limitation appearing on other web sites and in search engine results. Therefore, you should be careful about the nature of the User Content you post. The Company shall not be responsible or liable for any third party access to or use of the User Content you post. You represent and warrant that (a) you own or otherwise control all of the rights to the User Content that you post, or you otherwise have the right to post such User Content to the Site; (b) you have the full right and authority to grant the rights granted herein; (c) the User Content you supply is accurate and not misleading; and (d) use and posting of the User Content you supply does not violate these Terms and Conditions and will not violate any rights of or cause injury to any person or entity.

23. CONSENT TO DISCLOSE INFORMATION

You acknowledge, consent and agree that the Company may access, preserve and disclose any information from your account it considers necessary or appropriate (including without limitation your name and contact information) and any User Content you have posted if it required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary or appropriate to: (a) comply with legal process; (b) enforce these Terms and Conditions; (c) cooperate with law enforcement or other governmental requests, (d) respond to claims that any User Content violates the rights of third parties; (e) respond to your requests for customer service; or (f) protect the rights, property or personal safety of the Company, its users or the public. Please see our Privacy Pledge for more information on how we may use and disclose your account information.

24. DISCLAIMER OF WARRANTIES

THE SITE, THE SITE MATERIALS, THE PRODUCTS AND THE SERVICE (INCLUDING WITHOUT LIMITATION ANY HOSTING SERVICES) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT AS TO THE SITE, THE SERVICE (INCLUDING THE HOSTING SERVICES) AND THE INFORMATION, CONTENT, PRODUCTS AND SITE MATERIALS ON OR AVAILABLE THROUGH THE SITE OR THE SERVICE.

THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SERVICE OR THE INFORMATION, CONTENT OR SITE MATERIALS THEREON ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE, ITS SERVERS OR EMAIL SENT FROM THE COMPANY OR THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, AUDIO OR PHOTOGRAPHY. THE COMPANY ALSO MAKES NO REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY, RELIABILITY OR SECURITY OF THE SITE OR THE SERVICE AND SHALL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR ANY MODIFICATION, SUSPENSION, UNAVAILABILITY, OR DISCONTINUANCE OF THE SITE, THE SERVICE OR THE PRODUCTS OR SERVICES PROVIDED THEREON. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF ANY CONTENT YOU POST ON THE SITE.

25. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY, NOR THEIR RESPECTIVE DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA (INCLUDING BUT NOT LIMITED TO THE LOSS OR COPYING OF PHOTOS, IMAGES OR OTHER CONTENT HOSTED ON THE SITE), WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OR VIEW THE SITE, THE SERVICE, THE PRODUCTS, THE CONTENT OR THE SITE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM THE COMPANY, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, AUDIO OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY TERMINATION, SUSPENSION OR OTHER FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS OR TECHNOLOGY FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE COMPANY'S RECORDS, PROGRAMS OR SERVICES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, THE PRODUCTS, THE CONTENT OR THE SITE MATERIALS, EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO THE COMPANY FOR ACCESS TO OR USE OF THE SITE OR THE SERVICE FOR THOSE TRANSACTIONS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY EXCEED \$50.00 USD. THIS SHALL BE YOUR COMPLETE AND SOLE REMEDY FOR ANY FAILURE TO FULFILL ANY STATED OR UNSTATED WARRANTY, CLAIM, SERVICE LEVEL AGREEMENT OR ANY OTHER AGREEMENT WHETHER CONTRACTUAL, PROMISED OR IMPLIED.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

26. INDEMNITY

You agree to indemnify and hold harmless the Company and the Company's, management, employees, independent contractors, service providers and consultants, and their respective directors, employees, agents and licensors, (collectively, the "Indemnified Parties"), from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any Use of the Site, Use of the Service, User Content you post, store or otherwise transmit on or through the Site or the Service or your use of or inability to use the Site, the Content, the Site Materials or the Service, including without limitation any actual or threatened suit, demand or claim made against any of the Indemnified Parties and/or their independent contractors, service providers, employees, directors or consultants, arising out of or relating to your Use of the Site, Use of the Service, User Content, your conduct, your violation or potential violation of any Federal or State law, your violation of these Terms and Conditions or your violation of the rights of any third party.

27. APPLICABLE LAW

Your use of the Site and the Service is subject to all applicable local, state, national and international laws and regulations. Notwithstanding anything to the contrary, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of the Company's or any third party's intellectual property and/or proprietary rights. You further acknowledge that the Company's rights in the Service and the Company Marks are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages. These Terms and Conditions and your use of the Site and the Service shall be governed by and construed in accordance with the laws of the State of Georgia applicable to agreements made and to be entirely performed within the State of Georgia, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions shall be filed only in the state and federal courts located in Fulton County, Georgia and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms and Conditions.

28. ASSIGNMENT

The Company may assign any of their rights or obligations under these Terms and Conditions to (a) any subsidiary or affiliate; (b) any entity that acquires all or substantially all of the assets of the Company; or (c) any entity that acquires all or substantially all of the Company's interest in the Site, the Services and/or related assets from the Company. You understand and agree that in the event such a transaction occurs, your personal information may be transferred to the assignee.

29. TERMINATION

Notwithstanding anything to the contrary in these Terms and Conditions, the Company reserves the right, without notice and in its sole discretion, to terminate your account and your license to use the Site and the Service, and to block or prevent future your access to and use of the Site and the service, at any time and for any reason or for no reason.

30. SEVERABILITY

If any provision of these Terms and Conditions shall be deemed invalid, unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

31. ENTIRE AGREEMENT

The Terms and Conditions govern your use of the Service and constitute the entire agreement between you and the Company. These Terms and Conditions supersede any prior arrangements or agreements between you and the Company, whether in writing or orally delivered. Additional terms and conditions may apply when you use the services of Service Providers and others. These additional terms will not reduce, diminish, or eliminate any rights of the Company respect to these Terms and Conditions.

End of Terms and Conditions