

Plan B Terms of Service

1. Your Acceptance of Terms

Welcome to Plan B

The following Terms of Service ("TOS") are between you and Seybold Inc. and constitute a legal agreement that governs your use of the Plan B product, software, services and websites (collectively referred to as the "Service"). You must agree to these TOS before you can use the Service. You can agree to these TOS by: a) actually using the Service, or b) clicking a box that indicates you agree to the Service, where such a box is made available to you. If you do not agree to any of the following terms, please do not use the Service. You should print or otherwise save a copy of these TOS for your records. "Seybold Inc." as used herein means Seybold Inc., located at 1533 N. Cormorant PL. Boise, ID 83713 and, where applicable, Seybold Inc. Sales International.

Legal Authority

To use and/or register for the Service you must be: a) of legal age to form a binding contract with Seybold Inc., and b) cannot be a person barred from receiving the Service under the laws of the United States or other applicable jurisdiction, including the country in which you reside or from where you use the Service. By accepting these TOS you represent that you understand and agree to the foregoing. If you are under the required legal age, but at least 13 years old, you may still use the Service (subject to applicable local law), but only if the account you are using was created and registered by your parent or legal guardian (see Section 3 below for further details).

Updates

Seybold Inc. may update or change these TOS from time to time and recommends that you review the TOS on a regular basis. You can review the most current version of the TOS at any time at <http://www.seyboldinc.com/planb/tos>. If Seybold Inc. makes a change to the TOS, it will post the revised TOS on our website at the link as herein noted. You understand and agree that your continued use of the Service after the TOS has changed constitutes your acceptance of the TOS as revised. Without limiting the foregoing, if Seybold Inc. makes a change to the TOS that materially impacts your use of the Service, Seybold Inc. may post notice of any such change on our website and/or email you notice of any such change to your Plan B account.

2. Description of the Service

System Requirements

Use of the Service requires one or more compatible devices, certain software and internet access with compatible ISP (broadband required for web applications); separate fees may apply. Your use of the Service may be affected

by certain combinations of hardware, software and/or internet access. High speed internet access is strongly recommended. Compatible device: Mac, PC, iPhone, or iPod touch. For Mac: Mac OS X v10.4.11, v10.5.7, or later; Safari 3, Firefox 3, or later. For PC: Windows Vista or Windows XP Home or Professional (SP2) or later; Internet Explorer 7, Safari 3, Firefox 3, or later; (Microsoft Outlook 2003 or later recommended). The Service is available in the following languages: English.

Changing the Service

Seybold Inc. reserves the right to modify or stop the Service (or any part thereof), either temporarily or permanently, at any time or from time to time, with or without prior notice to you. Without limiting the foregoing, Seybold Inc. may post on our website and/or send email to your Plan B account, notice of such changes to the Service. It is your responsibility to review our website and/or check your email address for any such notices. You agree that Seybold Inc. shall not be liable to you or any third party for any modification or cessation of the Service.

Limitations on Use

You agree to use the Service only for purposes as permitted by these TOS and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. The Service is designed for personal individual use and commercial business purposes, including, but not limited to, transacting online sales or software distribution via an e-commerce site. In addition, if there is Excessive Usage on your account or any Sub-account (as defined in Section 3 below) , Seybold Inc. reserves the right to temporarily disable access to information available from your account through a URL, or to "bounce" emails back to senders. "Excessive Usage" as used herein, may apply to storage and/or bandwidth capacities, and means your usage within a given month or day (as applicable) greatly exceeds the average level of monthly or daily usage of Plan B's members generally. Repeated violations may result in termination of your account. Seybold Inc. reserves the right to modify these limitations on use at any time.

Availability of the Service

The Service, or any feature or part thereof, may not be available in all languages or in all countries and Seybold Inc. makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws, including, but not limited to, any applicable local laws.

3. Your Use of the Service

Member Account

When you accept these TOS and complete the Plan B sign up process, you become the Plan B “Member Account” holder. You are required to specify your primary domain name upon sign up that will be used for your account (your “Subscriber ID”). You are responsible for all activity that takes place on your Member Account

Account Security

Upon creating your Subscriber ID you agree and understand that you are solely responsible and liable for any activities that occur under your Subscriber ID. If you suspect or become aware of any unauthorized use of your account please contact Seybold Inc. You further acknowledge and agree that the Service is designed and intended for personal use on an individual basis and you should not share your account and/or password details with another individual.

Sign Up Obligations

You agree that all information you provide to Seybold Inc. during the sign up process (“Sign Up Data”) will be true, accurate, complete and current information, and that you shall maintain and update the Sign Up Data as needed throughout your term to keep it accurate and current. Failure to provide accurate, current and complete Sign Up Data may result in the suspension and/or termination of your account.

Additional Obligations or Terms of Use

Particular components or features of the Service, provided by Seybold Inc. and/or its licensors, may be subject to separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

No Conveyance

Nothing in these TOS shall be construed to convey to you any interest, title, or license in a Subscriber ID or similar resource used by you in connection with the Service.

No Right of Survivorship

You agree that your Plan B account is non-transferable and that any rights to your Subscriber ID or Content within your account terminate upon your death. Upon receipt of a copy of a death certificate your account may be terminated and all Content within your account deleted. Contact support at <http://www.seyboldinc.com> for further assistance.

No Resale of Service

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose. Affiliate agreements may be established outside of this agreement, however your Subscriber ID does not

entitle you to acceptance as an affiliate.

Use of Location-based Services

Seybold Inc. and its partners and licensors may provide certain features or services through the Service that rely upon device-based location information. To provide such features or services, where available, Seybold Inc. and its partners and licensors may collect, use, transmit, process and maintain your location data, including the real-time geographic location of your device, and you hereby agree and consent to Seybold Inc.'s and its partners' and licensors' collection, use, transmission, processing and maintenance of such location data to provide such services. In addition, by enabling and/or using any location-based services or features within the Service, you agree and consent to Seybold Inc. collecting, using, processing and maintaining information related to your account, and any devices registered thereunder, for purposes of providing such location-based service or feature to you. Such information may include, but is not limited to, your Subscriber ID, device ID and name, device type and real-time geographic location of your device at time of your request. When using third party services that use or provide location data as part of the Service, you are subject to and should review such third party's terms and privacy policy on use of location data by such third party services. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Seybold Inc. nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service.

4. Seybold Inc. Privacy Policy

You understand that by using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with Seybold's Privacy Policy. You further consent and agree that Seybold Inc. may collect, use, transmit, process and maintain information related to your account, and any devices registered thereunder, for purposes of providing the Service, and any features therein, to you. Information collected by Seybold Inc. when you use the Service may also include technical or diagnostic information related to your use that may be used by Seybold Inc. to maintain, improve and enhance the Service. For more information please read our full privacy policy at <http://www.seyboldinc.com/privacy>. You further understand and agree that this information may be transferred to the United States and/or other countries for storage, processing and use by Seybold Inc. and/or its affiliates.

5. Content and Your Conduct

Content

"Content" means any information that may be generated or encountered through use of the Service, such as data files, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials. You understand that all Content whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not Seybold Inc., are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service.

You understand that by using the Service you may encounter Content that you may find offensive, indecent, or objectionable, and that you may expose others to Content that they may find objectionable. Seybold Inc. does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

Your Conduct

You agree that you will NOT use the Service to:

1. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
2. stalk, harass, threaten or harm another;
3. request personal or other information from a minor (any person under the age of 18 or such other age as local law defines as a minor) who is not personally known to you, including but not limited to any of the following: full name or last name, home address, zip/postal code, telephone number, picture, or the names of the minor's school, church, athletic team or friends;
4. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another Plan B subscriber, an Seybold Inc. employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity, (Seybold Inc. reserves the right to reject or block any Subscriber ID which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);
5. engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;
6. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk

- mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;
7. forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service ("spoofing");
 8. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;
 9. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);
 10. plan or engage in any illegal activity; and/or
 11. gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

Removal of Content

You acknowledge that Seybold Inc. is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, Seybold Inc. reserves the right at all times to determine whether Content is appropriate and in compliance with these TOS, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of these TOS or is otherwise objectionable.

Backup Your Content

You are responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Service. Seybold Inc. does not guarantee or warrant that any Content you may store or access through the Service will not be subject to inadvertent damage, corruption or loss.

Access to Your Account and Content

You acknowledge and agree that Seybold Inc. may access, use, preserve and/or disclose your account information and Content if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce these TOS, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Seybold Inc., its users or the public as required or

permitted by law.

Copyright Notice - DMCA

If you believe that any Content in which you claim copyright has been infringed by anyone using the Service, please contact Seybold's Copyright Agent as described in our Copyright Policy at <http://www.seyboldinc.com/copyright>. Seybold Inc. may, in its sole discretion, suspend and/or terminate accounts of users that are found to be repeat infringers.

Violations of TOS

If while using the Service, you encounter Content you find inappropriate, or otherwise believe to be a violation of these TOS, you may report it by sending an email to client-services@seyboldinc.com.

6. Payment Fees

You agree to pay all fees and charges specified when you signed up for the Service and any part thereof. All fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and you are solely responsible for the payment of any such taxes that may be imposed on your use of the Service.

Credit Card Authorization

You may be asked to provide Seybold Inc. with a credit card number from a card issuer that we accept in order to activate your Service. Seybold Inc. may seek authorization of your credit card account prior to your first purchase to validate that you can charge the applicable fees to access the Service. This authorization amount is typically the equivalent of one US dollar (\$1USD). It is not a charge but may appear to reduce your available balance by the authorization amount until your card's next billing cycle. Please contact your card issuer if you have additional questions regarding when this amount will be removed from your statement.

Payment Method

Seybold Inc. will charge the monthly subscription fee and any other additional fees you authorize to the charge or credit card account provided by you. By authorizing Seybold Inc. to charge a credit card for the fees associated with your subscription, you are authorizing Seybold Inc. to automatically continue charging that card (or any replacement card if the original card is renewed, lost, stolen, or changed for any reason by the card issuer, and the issuer informs Seybold Inc. of the new replacement card account) for all fees or charges associated with your subscription including any renewal fees as described below. You authorize the card issuer to pay any amounts described herein and authorize Seybold Inc., or any other company that acts as a billing agent for Seybold Inc., to continue to attempt to charge all sums described herein to your credit card account until such

amounts are paid in full. You agree to provide Seybold Inc. updated information on your credit card upon Seybold Inc.'s request and any time the information earlier provided is no longer valid. If payment is not received by Seybold Inc. from your credit card issuer or its agents, you agree to pay all amounts due upon demand by Seybold Inc.

Free Trial Period

Seybold Inc. may offer you a one-time free trial period during which you can try out the Service for free ("Free Trial Period"). If you are participating in a Free Trial Period, you must cancel the Service by the end of the trial period to avoid incurring any charges. If you do not cancel the Service before the Free Trial Period expires, and we have informed you that the Service will automatically be converted into a paid subscription at the end of the Free Trial Period, then you authorize us to charge your credit card the applicable fees as indicated at the time you signed up for the Service. During the Free Trial Period, you agree that Seybold Inc. will have the right (subject to applicable local law) to send you communications, notices and news about the Service to your email address and to any alternate email address you may have provided. Local law may allow you to revoke your consent to receiving these communications at any time during the Free Trial Period. Upgrades to a Member Account are only available upon purchase of an annual subscription and are therefore not available to subscribers during the Free Trial Period. Seybold Inc. reserves the right to modify, cancel and/or limit this Free Trial Period offer at any time.

You may cancel your account at any time during the Free Trial Period by emailing client-services@seyboldinc.com. Upon canceling your account, you will lose all access to the Service and any data or information stored within your account. (See "Effects of Termination" below for additional details.)

Automatic Renewal of Annual Subscription

When you sign up online for the Service, your annual subscription will be set to automatically renew upon its expiration. This means that unless you cancel your account or change its renewal settings prior to its expiration, your account will automatically renew for another year. At the time of renewal, we will charge your credit card the then-current fees to renew the Service. About thirty (30) days prior to your expiration date we will notify you by email to your email address that your account is about to renew and remind you that your credit card will be billed the indicated Service fees on the renewal date. You may change your renewal settings at any time by contacting Seybold Inc. Via email at client-services@seyboldinc.com.

Account Information and Billing Inquiries

Seybold Inc. shall send an electronic invoice to your Plan B email address whenever any Service fees are charged to your account. If you believe you have been billed in error for the Service please notify us within 45 days of the billing

date by contacting Plan B Support at planb-support@seyboldinc.com.

Cancellations and Refunds

All fees and charges paid by you in relation to the Service are nonrefundable, except as otherwise stated herein. Seybold Inc. shall refund the applicable fees paid by you upon initial online sign up or renewal of the Service provided Seybold Inc. receives such refund request within forty-five (45) days of the billing date for any such fees. To request a refund as described herein please contact planb-support@seyboldinc.com for more details. Applicable local law may vary this policy. An early termination fee of \$500 USD is billable upon early termination.

PLEASE NOTE: Boxed versions of the Service that are purchased through Retail Stores, the Seybold Inc. Online Store, or third party resellers must be activated within nine (9) months of the date of purchase and are not subject to the foregoing refund terms. Boxed versions of the Service must be returned to the original place of purchase and must follow the returns and refunds policies of those stores.

Changes in Price

Seybold Inc. may at any time, upon notice required by applicable law, change the price of the Service or any part thereof, or institute new charges or fees. Price changes and institution of new charges implemented during your subscription term will apply to subsequent subscription terms and to all new subscribers after the effective date of the change. If you do not agree to any such price changes, then you must cancel your account and stop using the Service. Your continued use of the Service after the effective date of any such change shall constitute your acceptance of such change.

7. Content Submitted or Made Available by You on the Service

License from You

Except for material we may license to you, Seybold Inc. does not claim ownership of the materials and/or Content you submit or make available on the Service. However, by submitting or posting such Content on areas of the Service that are accessible by the public, you grant Seybold Inc. a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. Said license will terminate within a commercially reasonable time after you or Seybold Inc. remove such Content from the public area. By submitting or posting such Content on areas of the Service that are accessible by the public, you are representing that you are the owner of such material and/or have authorization to distribute it.

Changes to Content

You understand that in order to provide the Service and make your Content available thereon, Seybold Inc. may transmit your Content across various public networks, in various media, and modify or change your Content to comply with technical requirements of connecting networks or devices. You agree that the license herein permits Seybold Inc. to take any such actions.

8. Trademark Information

Seybold Inc., the Seybold Inc. logo, Plan B, the Plan B logo and other Seybold Inc. trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Seybold Inc. Inc. in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

9. Software

Seybold's Proprietary Rights

You acknowledge and agree that Seybold Inc. and/or its licensors own all legal right, title and interest in and to the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

License From Seybold Inc.

Seybold Inc. grants you a personal, non-exclusive, non-transferable, limited license to use the Software as provided to you by Seybold Inc. as a part of the Service and in accordance with these TOS; provided that you do not (and do not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the Software.

Export

You agree to abide by U.S. and other applicable export control laws and not to transfer from the U.S., by electronic transmission or otherwise, any Content or Software subject to restrictions under such laws to a destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to your Plan B account

any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. This assurance and commitment shall survive termination of this Agreement.

10. Termination

Termination by You

You may terminate your account and/or stop using the Service at any time following the completion of the 12-month term of agreement. To terminate your account contact Plan B Support. Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by these TOS), including any fees paid in advance for the term during which you terminate. Termination of your account shall not relieve you of any obligation to pay any accrued fees or charges pertaining to the agreement in place. Early termination will result in a \$500 or the balance of the account, whichever is the lesser.

Termination by Seybold Inc.

Seybold Inc. may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Service. Cause for such termination shall include, but not be limited to: (a) violations of the TOS or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your account; (c) discontinuance or material modification to the Service or any part thereof; (d) a request and/or order from law enforcement, a judicial body, or other government agency; (e) where provision of the Service to you is or may become unlawful; (f) unexpected technical or security issues or problems; (g) your participation in fraudulent or illegal activities; or (h) failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by Seybold Inc. in its sole discretion, without any refund to you of any prepaid fees or amounts, and Seybold Inc. will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Service.

Effects of Termination

Upon termination of your account you lose all access to the Service and any portions thereof, including, but not limited to, your Member Account and Subscriber ID. In addition, Seybold Inc. shall delete all information and data stored in or as a part of your account(s). Any individual components of the Service that you may have used subject to separate software license agreements will also be terminated in accordance with those license agreements.

11. Links and Third Party Materials

Links

Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or Content. Because Seybold Inc. may have no control over such third party sites and/or materials, you acknowledge and agree that Seybold Inc. is not responsible for the availability of such sites or resources, and does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, products or materials on or available from such sites or resources. You further acknowledge and agree that Seybold Inc. shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such Content, advertising, products or materials on or available from such sites or resources.

12. Disclaimer of Warranties

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SEYBOLD INC. AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, SEYBOLD INC. AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED

BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SEYBOLD INC. OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

13. Limitation of Liability

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SEYBOLD INC. AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF SEYBOLD INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

14. Indemnity

You agree to defend, indemnify and hold Seybold Inc., its affiliates, subsidiaries, directors, officers, employees, agents, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of these TOS; or (d) your violation of any rights of another. This obligation shall survive the termination or expiration of these TOS and/or your use of the Service.

You acknowledge that you are responsible for all use of the Service using your account, including any use by Sub-accounts, and that these TOS apply to any

and all usage of your account, including any use by Sub-accounts. You agree to comply with these TOS and to defend, indemnify and hold harmless Seybold Inc. from and against any and all claims and demands arising from usage of your account or any Sub-account, whether or not such usage is expressly authorized by you.

15. Notices

Seybold Inc. may provide you with notices regarding the Service, including changes to these TOS, by email to your email address (and/or other alternate email address if provided), by regular mail, or by postings on our website and/or the Service.

16. Governing Law

Except to the extent expressly provided in the following paragraph, these TOS and the relationship between you and Seybold Inc. shall be governed by the laws of the State of Idaho, excluding its conflicts of law provisions. You and Seybold Inc. agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Ada, Idaho, to resolve any dispute or claim arising from these TOS.

If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from these TOS shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of:

Governing law and forum:

Any European Union country

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

17. General

These TOS constitute the entire agreement between you and Seybold Inc., govern your use of the Service and completely replace any prior agreements between you and Seybold Inc. in relation to the the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these TOS is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original

intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Seybold Inc. to exercise or enforce any right or provision of these TOS shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in these TOS, there shall be no third-party beneficiaries to this agreement. Any translation of these TOS is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of these TOS shall govern. You agree that any claim or cause of action arising out of or related to these TOS or the use of the Service must be filed within one (1) year after the cause of action arose or be forever barred.