

THESE TERMS AND CONDITIONS (“AGREEMENT”) ARE A LEGAL CONTRACT BETWEEN YOU (“CUSTOMER”) AND WEB-LINK TECHNOLOGIES, LLC OR ITS AFFILIATES (“WEB-LINK TECHNOLOGIES”) FOR THE USE OF THE SUBSCRIPTION SERVICE (“PRODUCT”). BY USING THE PRODUCT, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

TERMS & CONDITIONS Limited License: During the term of this Agreement WEB-Link Technologies hereby grants Customer a nontransferable and nonexclusive license to use the Product in accordance with this Agreement. Customer agrees that it is licensing the Product for its end use only and not for resale or redistribution. Customer hereby warrants and agrees not sell, lease, assign, transfer, sublicense, disseminate, modify, translate, duplicate, reproduce or copy the Product or any portion thereof (or permit any of the foregoing). Customer further warrants and agrees not to reverse assemble, reverse compile, or otherwise attempt to create, copy or uncover any source or object code associated or contained within the Product. A "User" is defined as anyone who uses data obtained from the Product in any manner. This license will expire, without further notice, upon the termination of this Agreement.

Accounts, Passwords and Security: As part of the registration process, Customer will be asked to select a username and password. Customer is entirely responsible for maintaining the security and confidentiality of its account and password(s). Customer shall be responsible for any and all charges incurred by persons accessing its account and for any use of the Product or data by any User. Customer agrees to notify WEB-Link Technologies immediately of any unauthorized use of its account or any other breach of security. WEB-Link Technologies will not be liable for any loss that Customer may incur as a result of someone else using Customer’s password or account, either with or without Customer’s knowledge. All data stored in Customer’s account shall be subject to deletion upon the termination of this Agreement.

Exclusive limited warranty and limitation of liability: WEB-Link Technologies believes that it has compiled and developed the finest quality web site tool available, however, the Product is provided on an “as is” basis. WEB-Link Technologies does not assure or warrant the correctness, comprehensiveness or completeness of the Product or any information, and Customer agrees and acknowledges that WEB-Link Technologies shall not be liable for any loss or injury caused in whole or in part by contingencies beyond its control. EXCEPT AS EXPLICITLY PROVIDED FOR BELOW, WEB-LINK TECHNOLOGIES HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. IN LIEU OF ANY AND ALL SUCH WARRANTIES, WEB-Link Technologies HEREBY OFFERS THE FOLLOWING LIMITED WARRANTY: **CUSTOMER SHALL HAVE 14 DAYS AFTER RECEIPT OF THE PRODUCT, TO INSPECT IT AND NOTIFY WEB-Link Technologies OF ANY PROBLEMS. WEB-Link Technologies will make every effort to incorporate corrections into the product. If Customer does not notify WEB-Link Technologies within 14 days of his, her or its**

receipt of the Product of a problem or error, Customer then accepts the Product “as is.” After the 14 day period has elapsed, WEB-Link Technologies shall have no liability whatsoever to the Customer. CUSTOMER EXPRESSLY AGREES THAT WEB-LINK TECHNOLOGIES SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO GENERAL, DIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES) WHICH ARISE DIRECTLY OR INDIRECTLY OUT OF THE PURCHASE, SALE AND/OR USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT OR PURSUANT TO SOME OTHER THEORY AND WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE. In no event shall WEB-Link Technologies’ entire liability exceed the total amount paid by Customer to WEB-Link Technologies under this Agreement.

Customer responsibilities: Customer agrees and warrants that all information or data which Customer receives from WEB-Link Technologies, or any subsidiary corporation, shall be used only in strict compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to those concerning privacy, telephone solicitation, fax broadcast, e-mail transmission, direct marketing, consumer lending, and employment. Customer acknowledges that it is Customer's sole responsibility to determine the applicability of any such laws, rules, regulations and ordinances. Customer shall be solely responsible for the use of the Product and information. Customer shall indemnify and hold harmless WEB-Link Technologies, and any subsidiary corporations, against any loss, liability, damage, cost or expense, including reasonable attorneys' fees, suffered or incurred by WEB-Link Technologies, and/or any subsidiary corporation, arising out of or in any way related to the breach of this customer warranty. Choice of law, forum, and jurisdiction: This Agreement and any disputes arising hereunder, or otherwise related to the sale and/or use of the Product, or any portion thereof, shall be governed by the internal laws of the state of Ohio, USA, without regard to any conflicts of law principles. Both WEB-Link Technologies and Customer agree that any action, suit, or other legal proceeding regarding any matter arising under or relating to any provision of this Agreement, or otherwise relating to the sale and/or use of Product shall be commenced only in the state or federal courts located within Franklin county, Ohio, USA, and each party to this Agreement consents to the exclusive jurisdiction of such courts.

General: This Agreement sets forth the entire understanding between the customer and WEB-Link Technologies and supersedes all previous agreements, provisions or representations relating to the foregoing. If any provision of this Agreement shall be found to be unlawful, void or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall not affect the validity and enforceability of the remaining provisions.

Payment and Term: Customer agrees to pay WEB-Link Technologies a subscription fee in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. Payments may be made annually or monthly (both billed in advance) as mutually agreed upon. **Fees charged are nonrefundable. This Agreement shall be effective for a period of 12 months.** After which, and on each subsequent annual anniversary of the date of the Agreement, it shall continue. **After the initial 12-month period, Customer may cancel the subscription by providing WEB-Link Technologies with 30 days' prior written notice.** WEB-Link Technologies may cancel a subscription immediately at any time upon notice to Customer being in violation of non-payment or any part of this agreement.

Term, Payment, and Recurring Billing: Customer's acceptance of this Agreement constitutes its authorization for WEB-Link Technologies to automatically charge the credit/debit card provided by Customer. Customer agrees to provide WEB-Link Technologies with complete and accurate billing and contact information, including: name, street address, e-mail address, and name and telephone number of authorized billing contact. Customer agrees to provide WEB-Link Technologies with updated information within 30 days of any change to billing information. If billing information is determined to be fraudulent, WEB-Link Technologies may immediately terminate this Agreement, and it reserves the right to pursue any and all legal remedies. If Customer's payment is declined, WEB-Link Technologies may restrict Customer's ability to use the payment method that was declined. Failure of the recurring payment process does not absolve Customer's payment obligations under this Agreement. Cost of collection and enforcement: If at any time Customer has failed to pay two or more scheduled payments, Customer will be in default and the full balance of the subscription, including but not limited to all anticipated monthly payments, shall immediately become due and payable. All past due payments, including any payments which have been accelerated pursuant to this paragraph, shall incur interest at the rate of one and one-half percent (1.5%) per month. Customer agrees to reimburse WEB-Link Technologies for all costs and expenses, including but not limited to, reasonable attorney fees and costs of collection, incurred by WEB-Link Technologies in connection with the enforcement of this Agreement or any provision hereof.

User Conduct: You acknowledge and agree that all information, code, data, text, software, music, sound, photographs, pictures, graphics, video, chat, messages, files, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not WEB-Link Technologies, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Services. WEB-Link Technologies does not control the user or third party Content posted via the Product, and, as such, does not guarantee the accuracy, integrity or quality of such user or third party Content. You acknowledge and Agree that by using the Product, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will WEB-Link Technologies be liable in any way for any user or third party Content, including, but not limited to, for any errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use of any such Content posted, emailed or otherwise transmitted via the Product. As a general matter, WEB-Link Technologies does not pre-screen user or third party Content

posted on the Product, except for certain areas where WEB-Link Technologies may employ certain automated screening software, although WEB-Link Technologies reserves the right to do so. WEB-Link Technologies does not guarantee that any screening will be done to your satisfaction or that any screening will be done at all. WEB-Link Technologies reserves the right to monitor some, all, or no areas of the Product for adherence to these Terms and Conditions or any other rules or guidelines posted by WEB-Link Technologies. The Product may only be used for the intended purpose for which such Product is being made available. The intended purpose of site building software on the Product is to maintain, publish and produce web sites on the Product that are consistent with these terms and conditions. Prohibited Conduct You agree that you will not use WEB-Link Technologies Product to: Upload, post, email, otherwise transmit, or post links to any Content, or select any member or user name or email address, that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.

- a. Upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.
- b. Upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age.
- c. Harm minors in any other way.
- d. Make any sexual request on behalf of a minor or make any sexual request of a minor.
- e. "Stalk" or otherwise harass another.
- f. Collect or store personally identifying information about other users for commercial or unlawful purposes.
- g. Impersonate any person or entity, including, but not limited to, a WEB-Link Technologies official, employee, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- h. Employ misleading email addresses or falsify information in the header, footer, return path, or any part of any communication, including emails, transmitted through the Product.
- i. Upload, post, email, otherwise transmit, or post links to any Content that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- j. Upload, post, email, or otherwise transmit, or post links to any Content that facilitates hacking.
- k. Upload, post, email, otherwise transmit, or post links to any Content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party, or contributing to inducing or facilitating such infringement. This prohibition shall include, without limitation, the following forms of software piracy:

- i. Making available copyrighted software or other Content that has had the copyright protection removed.
 - ii. Making available serial numbers for software that can be used to illegally validate or register software.
 - iii. Making available tools that can be used for no purpose other than for "cracking" software or other copyrighted Content.
 - iv. Making available any software files for which the user does not own the copyright or have the legal right to make available.
- l. Upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.
- m. Upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Product or WEB-Link Technologies.
- n. Use automated means, including spiders, robots, crawlers, or the like to download data from any Product database.
- o. Modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display or in any way exploit any Content from any Product database, including, without limitation, by incorporating data from any WEB-Link Technologies database into any e-mail or "white pages" products or services, whether browser-based, based on proprietary client-site applications, web-based, or otherwise.
- p. Sell, distribute, or make any commercial use of data obtained from any WEB-Link Technologies database or make any other use of data from any WEB-Link Technologies database in a manner which could be expected to offend the person for whom the data is relevant.
- q. Create and maintain a Product web page that (i) redirects to another web page or (ii) stores or hosts content for remote loading by other web pages. For example, you cannot create a Product home page, post pictures to the Product home page, and have other web pages call the Product home page to retrieve those pictures.
- r. Create and maintain a Product web page that contains hyperlinks to content not permitted on the under these terms and conditions.
- s. Disrupt the normal flow of dialogue in a chat room, cause a screen to "scroll" faster than other users of the Products are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
- t. Interfere with or disrupt the Product or servers or networks connected to the Product, or disobey any requirements, procedures, policies or regulations of networks connected to the Product.
- u. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities

- exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.
- v. Use the Products or Services to sell, purchase, or offer to sell or purchase any registered or unregistered securities.
 - w. Upload, post, email, otherwise transmit, or post links to any material that is false, misleading, or designed to manipulate any equity, security, or other market.
 - x. Disobey any WEB-Link Technologies employee or representative or interfere with any action by any WEB-Link Technologies employee or representative to redress any violation of these Terms and Conditions.
 - y. Access the Product after your account or access has been terminated by WEB-Link Technologies.
 - z. Purchase any goods or services that you are prohibited from purchasing or possessing by any law applicable to you in your jurisdiction. The responsibility for ensuring compliance with all such laws shall be the users alone. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase such goods or services.
 - aa. Use any software deployed in connection with the Product to process data as a service to other entities without the express written consent of WEB-Link Technologies or the party from whom such software may be licensed.
 - bb. Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with the Product.
 - cc. Engage in manipulative bidding through Product Auctions, such as by making bids solely for the purpose of instigating other bidders to withdraw bids and then retracting your bid to bid at a lower price or by using multiple accounts to drive up bidding on items you are offering for sale.
 - dd. Advertise, offer for sale, or sell any item you are prohibited from advertising or selling by any applicable local, state, national, or international law, including regulations having the force of law.
 - ee. Upload, post, email, otherwise transmit, or post links to any material, or act in any manner, which is offensive to the Product community or the spirit of these Terms and Conditions.
 - ff. Advertise, offer for sale, or sell any of the following items:
 - Any firearms, explosives, or weapons.
 - Any food that is not packaged or does not comply with all laws governing the sale of food to consumers by commercial merchants.
 - Any alcoholic beverages.
 - Any tobacco products for human consumption, including, without limitation, cigarettes and cigars.
 - Any items that are indecent or obscene, that are hateful or racially, sexually, ethnically or otherwise objectionable, that contain child pornography, that are otherwise pornographic in nature, or are harmful to minors.
 - Any controlled substances or pharmaceuticals.

- Any items that are counterfeit or stolen.
- Any dangerous items.
- Any goods or services that do not, in fact, exist.
- Any registered or unregistered securities.
- Any items that violate or infringe the rights of other parties.
- Any items that you do not have the legal right to sell.
- Any items where paying WEB-Link Technologies any of the required transactional or listing fees would cause WEB-Link Technologies to violate any law.

You acknowledge and agree that WEB-Link Technologies and its designees shall have the right (but not the obligation), in their sole discretion, to refuse to publish, remove, or block access to any Content that is available via the Product at any time, for any reason, or for no reason at all, with or without notice. Without limitation WEB-Link Technologies and its designees shall have the right (but not the obligation), in their sole discretion, to refuse to publish, remove, or block access to any Content that violates the Terms and Conditions or is otherwise objectionable as determined by WEB-Link Technologies, in its sole discretion. WEB-Link Technologies may also terminate access to, or membership in, WEB-Link Technologies, or any portion thereof, for violating these Terms and Conditions. You acknowledge and agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by or obtained through the use of the Product, including without limitation, information posted on message boards. You expressly acknowledge and agree that WEB-Link Technologies may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms and Conditions; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of WEB-Link Technologies, its users and the public. You acknowledge and agree that the technical processing and transmission of the Product, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Submission of Ideas: WEB-Link Technologies is always improving its Product and developing new features. If you have ideas regarding improvements or additions to the WEB-Link Technologies Product, we would like to hear them -- but any submission will be subject to these Terms and Conditions. UNDER NO CIRCUMSTANCES SHALL ANY DISCLOSURE OF ANY IDEA OR RELATED MATERIALS TO WEB-LINK TECHNOLOGIES BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION. BY SUBMITTING THE IDEA AND/OR ANY RELATED MATERIAL TO WEB-LINK TECHNOLOGIES, YOU ARE WAIVING ANY AND ALL RIGHTS THAT YOU MAY HAVE IN THE IDEA OR ANY RELATED MATERIALS AND ARE REPRESENTING AND WARRANTING TO WEB-LINK TECHNOLOGIES THAT THE IDEA AND/OR RELATED MATERIALS ARE WHOLLY ORIGINAL WITH YOU, THAT NO ONE ELSE HAS ANY RIGHTS IN THE IDEA AND/OR MATERIALS AND THAT WEB-LINK TECHNOLOGIES IS FREE TO

IMPLEMENT THE IDEA AND TO USE THE MATERIALS IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY WEB-LINK TECHNOLOGIES, WITHOUT OBTAINING PERMISSION OR LICENSE FROM ANY THIRD PARTY.

Product Branding: WEB-Link Technologies reserves the right to provide product branding content to any web page or e-mail that you create and use. This will typically be in the format of a tile ad or text in our reserved footer of each product.

Modification of terms: WEB-Link Technologies reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Product at any time, effective upon posting of an updated version of this Agreement on the website for the Product. Customer is responsible for regularly reviewing this Agreement. Continued use of the Product after any such changes shall constitute Customer's consent to such changes.