

**HOMEIMPROVEMEET.COM
TERMS OF SERVICE AGREEMENT**

**THIS IS A VALID, ENFORCEABLE CONTRACT THAT
AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT
CAREFULLY!**

THIS WEBSITE AND RELATED SERVICES ARE PROVIDED SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THIS TERMS OF SERVICE AGREEMENT, OUR PRIVACY POLICY, AND OUR ACCEPTABLE USE POLICY CAREFULLY BEFORE USING ANY HOMEIMPROVEMEET.COM SERVICES, WHICH ARE DESCRIBED BELOW. YOU UNDERSTAND, ACKNOWLEDGE AND HEREBY AGREE THAT BY CLICKING "I ACCEPT" YOU ARE ENTERING INTO AN ELECTRONIC CONTRACT, YOU INTEND TO BE BOUND BY ITS TERMS AND CONDITIONS AND THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND/OR YOU ARE AN AUTHORIZED USER OF THE SERVICE UNDER THE LAWS OF YOUR STATE OR COUNTRY. BY CLICKING "I ACCEPT" OR USING THE SERVICES YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS TERMS OF SERVICE AGREEMENT, OUR PRIVACY POLICY, AND OUR ACCEPTABLE USE POLICY AND THAT YOU AGREE TO BE BOUND BY THEIR TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND POLICIES, PROMPTLY EXIT THIS PAGE WITHOUT ACCESSING OR USING THE HOMEIMPROVEMEET.COM WEBSITE OR ANY OF ITS SERVICES.

INTRODUCTION

Founded in 2007, HOMEIMPROVEMEET, INC. provides the premier online meeting place for homeowners, contractors and suppliers. Through the website HomeImproveMeet.com we provide a forum for homeowners to find and rate contractors, post jobs and get advice about ongoing projects. In addition, we enable contractors and suppliers to find active homeowner opportunities.

1. ACCEPTANCE OF TERMS. HOMEIMPROVEMEET, INC., a California Corporation (hereinafter referred to as the "Service Provider") welcomes you. The Service Provider provides these services to you subject to the following terms of service ("Terms of Service", which may be updated by us from time to time without notice to

you. You can review the most current version of the Terms of Service at any time at: http://homeimprovemeet.com/him_terms.php. You and the Service Provider shall be subject to any additional posted guidelines or rules applicable to the Services, which may be posted from time to time by the Service Provider. The Service Provider may also offer other services that are governed by different Terms of Service.

2. DEFINITIONS. As used herein, the following terms have the following meanings:

2.1. Account or User Account. Your “Account” means the profile to be established upon your review and acceptance of these Terms of Service.

2.2. Acceptable Use Policy. The “Acceptable Use Policy” means the HomeImproveMeet.com Acceptable Use Policy attached hereto as Exhibit “B” and incorporated herein by this reference.

2.3. Agreement. “Agreement” means this Terms of Service Agreement, together with our Privacy Policy and Acceptable Use Policy.

2.4. Content. “Content” means all information, data, text, Software, music, sound, photographs, graphics, video, messages, tags, or other materials publicly posted or privately transmitted by Users of the Website.

2.5. Content Provider. “Content Provider” shall mean any person or entity that provides Content to the Users of the Website.

2.6. Data or Registration Data. “Data” or “Registration Data” is the alphanumeric collection of information about you that you entered as prompted by the Service’s registration form, which is stored digitally, printed or otherwise in any location or form, including information on removable media, which Service Provider has collected or captured. This stored information may reside on Service Provider’s hardware or on a contracted third party’s hardware, in each case the stored information representing the property of Service Provider.

2.7. Password. Your “Password” is the secret word or series of letters and numbers you enter along with your Username to gain access to your Account.

2.8. Privacy Policy. The “Privacy Policy” means the Homeimprovemeet.com policy attached hereto as Exhibit “A” and incorporated herein by this reference.

2.9. Service or Services. The “Service” or “Services” is the Website and interrelated web pages, resources, various communication tools, forums, contractor and database system services, Technical Support, Content and programming through Service Provider’s Software, Website and network of properties which may be accessed through any medium or device now known or hereafter developed.

2.10. Service Provider. "Service Provider" means HOMEIMPROVEMEET, INC., a California corporation.

2.11. Software. "Software" means the HOMEIMPROVEMEET.COM website databases systems, and applications.

2.12. Term. The "Term" is the period of time during which these Terms of Service are in effect.

2.13. Terms of Service. The "Terms of Service" is this Terms of Service Agreement, which includes the HOMEIMPROVEMEET.COM Privacy Policy (Exhibit "A") and Acceptable Use Policy (Exhibit "B").

2.14. Username. Your "Username" is the word or series of letters and numbers you enter along with your Password to gain access to your Account.

2.15. User. A "User" is a person who or an entity that has registered with the Website and has agreed to these Terms of Service, our Privacy Policy, and our Acceptable Use Policy.

2.16. Website. "Website" (also referred to as "Site") shall mean <http://HomeImproveMeet.com>, together with all mirror website pages and any material made available for download.

2.17. Archive. When a job is archived, it is no longer visible to anyone on the website except you. You may edit the job and re-post it if you so choose.

2.18. Delete. When a job is removed and/or cancelled it is no longer visible to any contractors, the public or other registered Users of the Website. However, HomeImproveMeet, Inc. reserves the right to retain all information about the job.

2.19. Re-post. When a job is edited, removed from the Archive database, and made available online to contractors, the public, and registered Users of the Website.

3. THE SERVICES. The Service Provider provides Users with access to a rich collection of contractor and database resources, including various communications tools, forums in which Users can search, seek and contact contractors and other home improvement providers, forums in which contractors and other home improvement providers can search, seek and, respond to User postings, contractor and database system services, technical support, highly sophisticated content and branded programming through its Software, Website and network of properties which can be accessed through any medium or device now known or hereafter developed (the "Service" or "Services"). With the exception of those records which have been entered into or claimed by contractors, their businesses or respective owners, the contractor information available on the Website was obtained from a third-party direct marketing company.

4. YOUR REGISTRATION AND ACCOUNT OBLIGATIONS.

4.1 Registration Data. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, lawful, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current, incomplete, or the Service Provider has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Service Provider has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). The Service Provider is concerned about the safety and privacy of all its visitors.

4.2. User Obligations. You agree to comply with our Acceptable Use Policy, our Privacy Policy, these Terms of Service, and all applicable laws and regulations, including but not limited to those related to pornography, obscenity, copyright, trademark, other intellectual property rights, data privacy, international communications, import and export regulations, employment laws and regulations, and tax laws and regulations. You are responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access the Service. Nothing in this Agreement grants or transfers to you any ownership rights in the Service, including but not limited to, the Software and other intellectual property rights related to the Service.

4.3. Responsibility for User Account. You agree to be solely responsible for the confidentiality and use of your Username and Password. You warrant and represent that all information you provide to the Service Provider or furnish to the Website or Service is accurate, lawful and truthful. Accounts containing invalid data or false information will be immediately terminated. You also expressly authorize the Service Provider to verify the accuracy of the information you provide.

4.4. User Account, Password and Security.

You will receive a Username, a Password and Account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of your Username, Password and Account and are fully responsible for all activities that occur under your Username, Password or Account. The Service Provider shall not be liable for any loss or damage arising from your failure to comply with this Paragraph. You assume full responsibility and liability for your Account and your use of the Services.

You further understand and agree that, as a condition of using the Service, and more particularly, the posting features of the Service, you must immediately notify the

Service Provider, if: (a) you discover (whether through electronic means or otherwise) a posting, comment, rating or another publicly posted piece of information related to your Account but which you did not place; (b) become aware any unauthorized use of your Account, Data, Username, Password or any other breach of security; or (c) you become subject to any lawful order or process that would prohibit or limit your use of the Service. Lastly, please ensure that you log out from your Account at the end of each session.

Notwithstanding the foregoing, neither the Service Provider nor any of its representatives, directors, officers, employees, agents, affiliates, subsidiaries, successors or assigns shall be liable for any indirect, incidental, special, or consequential damages, including the loss of profits, employment, revenue, data, or use or cost of procurement of substitute goods or services incurred by you or any third party, whether in an action in contract or tort or based on a warranty, even if the Service Provider or any other person has been advised of the possibility of such damages.

Neither the Service Provider nor any of its representatives, directors, officers, employees, agents, affiliates, subsidiaries, successors or assigns shall be liable for any direct or indirect involvement with, or for the loss or mishandling of any job posting, rating, comment, personal information posted, or for any unauthorized use of your Account, Data, Username, Password or any other breach of security.

4.5. No Advice. You acknowledge that the neither the Service Provider, nor its affiliates, provides or furnishes any legal, tax or accounting advice or advice regarding the suitability or profitability of any scheduled transaction or appointment. You also acknowledge that neither the Service Provider nor its agents, employees or salesperson(s) are authorized to give any such advice. You further acknowledge and agree that you will not solicit nor rely upon any such advice from the Service Provider, its agents, employees or salespersons, with respect to your Account or to your use of the Services.

4.6. Customer's Responsibility Regarding Job Postings, Contractor Ratings, Feedback Forums and Other User Provided Information. **YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL INFORMATION POSTED OR DISPLAYED ON THE WEBSITE AS A RESULT OF YOUR INTERACTION WITH THE SERVICES PROVIDED OR WITH THIS WEBSITE.**

IN ACCORDANCE WITH OUR ACCEPTABLE USE POLICY, YOU UNDERSTAND AND HEREBY AGREE TO ABIDE BY THE FOLLOWING GUIDELINES WHEN POSTING OR SUBMITTING ANY MATERIAL WHATSOEVER ON THE HOMEIMPROVEMEET.COM WEBSITE: (1) ANY CONTENT, INFORMATION OR OTHER MATERIAL YOU PROVIDE OR POST IN A RATING, FEEDBACK OR OTHER COMMENT ON THE WEBSITE IS TRUE TO THE BEST OF YOUR KNOWLEDGE, AND THAT YOU ARE SOLELY RESPONSIBLE FOR SUCH CONTENT; (2) BECAUSE CHILDREN MAY BE VISITORS TO OUR WEBSITE ANY USE OF PROFANITY, VULGAR LANGUAGE, ANTAGONISTIC REMARKS,

DEFAMATORY OR LIBELOUS STATEMENTS, SEXIST LANGUAGE, RELIGIOUS AND/OR ETHNIC SLURS IS STRICTLY PROHIBITED; (3) ADVERTISING OF ANY OUTSIDE WEBSITE(S) OR PLACING OUTSIDE WEB LINKS OR HYPERLINKS ON THE MESSAGE BOARDS IS STRICTLY PROHIBITED AS WELL AS THE ADVERTISING OR "HAWKING" OF ANY PRODUCTS; (4) THE CONTRACTOR RATINGS SYSTEM AND FEEDBACK DISCUSSION AREAS ARE NOT A FREE FORUM FOR PERSONAL ATTACKS ON OTHER USERS OR NON-USERS, CONTRACTORS OR ANY OTHER INDIVIDUAL OR BUSINESS WHO MAY USE THESE DISCUSSION AREAS; AND (5) IN POSTING A JOB, YOU AGREE THAT INFORMATION YOU PROVIDE ABOUT THE JOB SHALL BE VISIBLE TO OTHERS, INCLUDING NON-MEMBERS AND THE PUBLIC AND MAY BE POSTED OR VISIBLE IN ANY LOCATION WITHIN THE WEBSITE (THE LOCATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE HOME PAGE AND/OR THE "JOB SEARCH" PAGE).

VIOLATORS OF OUR ACCEPTABLE USE POLICY WILL BE BANNED FROM THE WEBSITE AND PROSECUTED TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW. ADHERENCE TO THE ACCEPTABLE USE POLICY IS MANDATORY AND WILL ENSURE THAT ALL WHO VISIT WILL ENJOY THEIR EXPERIENCE ON THE HOMEIMPROVEMEET.COM WEBSITE.

FURTHER, YOU ARE SOLELY RESPONSIBLE FOR THE INFORMATION YOU PROVIDE THROUGH THE SERVICE AND THE SERVICE PROVIDER IS NOT OBLIGATED TO POST NOR RESPONSIBLE FOR OMITTING TO POST (PUBLICLY OR PRIVATELY) ANY INFORMATION, TRACK OR NOTIFY YOU OF FEEDBACK POSTS, RESPONSES TO FEEDBACK POSTS, DELETIONS, FLAGGED FEEDBACK POSTS, USER PROVIDED CONTRACTOR RATINGS OR FEEDBACK POSTS, CONTRACTOR RESPONSES TO USER PROVIDED CONTRACTOR RATINGS OR FEEDBACK POSTS, USER OR CONTRACTOR RATINGS (POSITIVE OR NEGATIVE), CANCELLATIONS, DELETIONS OR TRANSACTIONS THAT MAY OR MAY NOT OCCUR WITHIN OR OUTSIDE OF THE WEBSITE AS A RESULT OF YOUR USE OF THE WEBSITE. ADDITIONALLY, YOU ARE SOLELY RESPONSIBLE FOR YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO ADDRESS CHANGES, PROFILE CHANGES, AND ALL OTHER DEMOGRAPHIC, TRANSACTION OR PERSONAL DATA. THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR ANY ERROR(S), DUPLICATION(S), DELETION(S), UNFULFILLED JOB REQUESTS OR POSTS, USER PROVIDED CONTRACTOR RATINGS, FEEDBACK POSTS OR RESPONSES THERETO OR FOR THE OMISSION OF ANY DATA RESULTING IN THE FAILURE OF ANY JOB POSTING, CONTRACTOR RATING, FEEDBACK, RESPONSE OR OTHERWISE POSTED, RE-POSTED, EDITED, DELETED OR REMOVED. FURTHER, IF YOU CHOOSE TO USE THE "INVITE CONTRACTOR" FEATURE, YOU AGREE THAT YOUR SCREEN NAME WILL BE INCLUDED IN THE E-MAIL THAT IS TRANSMITTED TO THE CONTRACTOR.

THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR FULFILLING SERVICES NOT SPECIFICALLY COVERED UNDER THIS AGREEMENT. YOU ARE SOLELY

RESPONSIBLE FOR UTILIZING THE SERVICES AVAILABLE TO YOU BY SERVICE PROVIDER. MOREOVER, THE SERVICE PROVIDER IS NOT LIABLE FOR ANY TRANSACTIONS, CONTRACTS, JOBS, CONTRACTORS, EMPLOYMENT OR EMPLOYMENT RELATED TRANSACTIONS OR OMISSIONS THAT HAVE OCCURRED OR FAILED TO OCCUR AS A RESULT OF YOUR USE OF THE SERVICES.

5. TERM AND TERMINATION.

5.1. Term. The term ("Term") of this Agreement shall commence with your acceptance of this Agreement, as evidenced by clicking "I Accept," and shall continue as long as the obligations under this Agreement continue to be met, unless earlier terminated as provided in this Agreement. **BY CLICKING "I ACCEPT" YOU AGREE THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND AN AUTHORIZED USER OF THE SERVICE UNDER THE LAWS OF YOUR STATE OR COUNTRY.**

5.2. Your Right to Terminate; Exclusive Remedy. You may not terminate this Agreement, but you have the right to cancel your User Account at any time by providing Service Provider with written notice in accordance with the following requirement: you may notify Service Provider in writing of your desire to cancel your User Account using the "Contact Us" form provided on the Website and located at: http://homeimprovemeet.com/him_contactus.php. Your sole right and exclusive remedy for breach of this Agreement by Service Provider, or if you are dissatisfied for any reason with the Services, is to cancel your User Account and permanently discontinue all further use of the Website and the Services. Only the Service Provider may terminate this Agreement, in accordance with the terms and conditions set forth herein.

5.3. Service Provider's Right to Terminate. Service Provider may at any time and without advance notice terminate, modify or restrict your use of and access to the Service if Service Provider determines, in its sole discretion, that your use of the Service: (1) violates the Acceptable Use Policy, this Agreement, or the Privacy Policy; (2) violates any laws, regulations, court orders, or other governmental request or order which requires immediate action; (3) violates any intellectual or other property rights of Service Provider or of a third party; (4) violates any export or import regulations; (5) violates any regulations of communications; (6) is disruptive or causes a malfunction of the Service; (7) may expose Service Provider to potential legal liability, as determined by Service Provider; or (7) may contain invalid, false or libelous information.

6. SERVICE AVAILABILITY AND ACCESS; RESTRICTIONS ON USE.

6.1. Service Availability and Access. The Service will be accessible via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Services due to causes beyond the control of Service Provider or which are not reasonably foreseeable by Service Provider, including but not limited to

interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, and software errors.

6.2. Restrictions on Use. The Website and any material made available for download by the Service Provider are the property of the Service Provider and/or its affiliates. The Website and the Service are protected by federal and international copyright, trademark, and other intellectual property laws. No portion of the materials on the Website may be reprinted, republished, modified, or distributed in any form without the express written permission of the Service Provider. Any rights not expressly granted by this Agreement or any applicable agreements are reserved by the Service Provider.

7. PRIVACY POLICY. All Data and certain other information about you are subject to our Privacy Policy attached hereto as Exhibit "A" and incorporated herein by reference. Our Privacy Policy is also available at http://homeimprovemeet.com/him_privacy.php. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of such information, including the transfer of such information to the United States and/or other countries for storage, processing and/or use by the Service Provider and its affiliates.

8. INFORMATION/MATERIAL DEEMED NON-CONFIDENTIAL.

8.1. Please note that any information or material sent to the Service Provider, any of its affiliates, representatives, agents, support staff or employees through the Website or Service, or posted to the Website using the Service, shall be deemed NOT to be confidential.

8.2. By sending the Service Provider, any of its affiliates, representatives, agents, support staff or employees any such Content, or by posting any such Content to the Website using the Service, you grant the Service Provider, any of its affiliates, representatives, agents, support staff or employees an unrestricted, irrevocable, worldwide, royalty free license to use, reproduce, display, perform, modify, transmit, and distribute such Content; and you also agree that the Service Provider, any of its affiliates, representatives, agents, support staff or employees are free to use any ideas, concepts, know-how, or techniques that you send us or post to the Website for any purpose.

9. SERVICE PROVIDER LIMITED WARRANTY; DISCLAIMERS.

9.1. Service Provider Limited Warranty. The Service Provider hereby warrants that: (a) it is the owner of the Website and the Services and has the right to grant to a license to use the Website and the Services in the manner and for the purposes set forth in this Agreement without violating any rights of a third party; and (b) it will perform the support services described in this Agreement with reasonable care and skill.

9.2. THE SERVICE IS PROVIDED "AS-IS," WITH ALL FAULTS, AND WITHOUT ANY OTHER WARRANTY OF ANY KIND. SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. SERVICE PROVIDER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SERVICE PROVIDER OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY. YOU ARE ENTIRELY RESPONSIBLE FOR AND ASSUME ALL RISK FOR USE OF THE SERVICE. YOU SHOULD NOT USE THE SERVICE IN RELATION TO ACTIVITIES WHERE SUBSTANTIAL DAMAGE, DATA LOSS, OR LOSS OF REVENUE OR PROFITS COULD RESULT IF AN ERROR OCCURRED. SERVICE PROVIDER DOES NOT WARRANT OR REPRESENT THAT ITS SECURITY PROCEDURES WILL PREVENT THE LOSS OF OR IMPROPER ACCESS TO YOUR DATA. SERVICE PROVIDER IS NOT RESPONSIBLE FOR TRANSMISSION ERRORS, CORRUPTION, OR SECURITY OF INFORMATION CARRIED BY TELECOMMUNICATION LINES OR BY ANY OTHER DATA TRANSMISSION METHODS. SERVICE PROVIDER IS NOT RESPONSIBLE FOR PRIVATE INFORMATION POSTED PUBLICLY VIA THE SERVICE. PRIVATE INFORMATION POSTED PUBLICLY VIA THE SERVICE IS POSTED AT THE SOLE RISK OF THE USER. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES.

9.3. Breach of Warranty. If you become aware of a breach of the Service Provider Limited Warranty, you agree to notify the Service Provider as soon as it is reasonably practicable. The Service Provider shall remedy any breach of the Service Provider Limited Warranty set out in this Agreement by and through its Support Department. To contact the Support Department, please visit the "Contact Us" link located at http://homeimprovement.com/him_contactus.php. The Service Provider shall have no liability to remedy any breach of warranty where such breach arises as a result of any of these circumstances:

- (a) The improper use, operation, or neglect of the Website, Services or Software;
- (b) The modification of the Website, Services, or Software, or merger of these (in whole or in part) with any other hardware or software;
- (c) Your failure to implement recommendations or solutions to faults previously advised by the Service Provider;

- (d) Any repair, adjustment, alteration, or modification of the Software by any person other than the Service Provider without the Service Provider's prior written consent;
- (e) Any breach of any obligation under this Agreement;
- (f) Your failure to install and use in substitution for the previous release any new release of the Software, Services, or web browser or within fifteen (15) days of receipt of the same; or
- (g) Your failure to notify the Service Provider of any breach described in Paragraph 4 above;
- (h) The use of the Software, Website or Services for a purpose for which these were not designed.

THE SERVICE PROVIDER LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (a) ANY WARRANTY THAT THE LICENSED PROGRAM MATERIALS ARE ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. You accept that the Software, Website and Services provided by the Service Provider were not designed or produced to meet your individual requirements and that you are responsible for choosing to utilize the Service Provider's Services.

9.4. Uncensored Information and Other Websites. The Website and/or Services may contain links to and frames of websites which are not maintained by the Service Provider. While we try to include only links to or frames of those websites which are in good taste and safe for our visitors, we are not responsible for the content of those websites and cannot guarantee that those websites will not change without our knowledge. Inclusion of such links and frames in the Service Provider's Website does not imply the Service Provider's endorsement of the linked or framed websites or their content.

IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO ANY PERSON OR ENTITY, EITHER DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY MATERIALS OR CONTENT FROM THIRD PARTIES ACCESSED THROUGH THE SERVICES. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND THE INTERNET GENERALLY. SERVICE PROVIDER DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CONTENT CONTAINED IN ANY THIRD PARTY MATERIALS PROVIDED.

9.5. Non-Endorsement Disclaimer. The views and opinions of authors or Users published on the Website do not necessarily reflect those of the Service Provider. Reference to any specific commercial products, processes, or services by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply endorsement, recommendation, or favoring by the Service Provider. Nor shall any such

views or opinions be used for the purposes of advertising or to imply an endorsement or recommendation by Service Provider. With respect to documents available through the Services, neither the Service Provider nor any of its employees make any other warranty, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose. Further, neither the Service Provider nor any of its representatives, agents, or employees assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product or process disclosed nor do they represent that use of these would not infringe on the rights of anyone.

10. LIMITATION OF LIABILITY. NEITHER THE SERVICE PROVIDER, NOR ANY OF ITS REPRESENTATIVES, AGENTS, NOR ITS EMPLOYEES IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES INCURRED BY ANY USER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE SERVICE PROVIDER OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SERVICE PROVIDER'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU OR THE CONTRACTOR TO THE SERVICE PROVIDER UNDER THIS AGREEMENT.

THESE DISCLAIMERS OF LIABILITY INCLUDE BUT ARE NOT LIMITED TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR OTHER MALWARE, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF DATA, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT THE SERVICE PROVIDER SHALL NOT BE LIABLE FOR YOUR DEFAMATORY, LIBELOUS, OFFENSIVE, INFRINGING OR ILLEGAL MATERIALS OR CONDUCT, OR THAT OF THIRD PARTIES, AND THE SERVICE PROVIDER RESERVES THE RIGHT TO REMOVE SUCH MATERIALS FROM THE WEBSITE WITHOUT LIABILITY AND AT ANY TIME, WITHOUT NOTICE.

11. TRADEMARK AND COPYRIGHT NOTICES; LICENSE.

11.1. Trademark Notice. HOMEIMPROVEMEET is the service mark of the Service Provider. All other trademarks, service marks and logos used on this Website may be the trademarks, service marks or logos of their respective owners or contractors.

11.2 Copyright Notice. The contents of the Service Provider's Website pages, including, but not limited to text, graphics, and icons, are copyrighted materials owned or controlled by Service Provider and contain Service Provider's name,

trademarks, service marks, and trade names. You may download one copy of these materials on any single computer and print a copy of the materials for your use in learning about, evaluating, or acquiring Service Provider's Services. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify these materials. No permission is granted here to you to use Service Provider's icons, website address, or other means to hyperlink other Internet sites with any page in the Service Provider's Website, and Service Provider assumes no responsibility for any other party's website hyperlinked to the Service Provider's Website or in which any part of the Service Provider's Website has been hyperlinked.

11.3. License. Service Provider grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software.

12. INDEMNITY. You shall indemnify and hold Service Provider harmless against any and all liabilities, losses, damages, judgments, claims, causes of action, and costs (including attorney fees and disbursements) which Service Provider may hereafter incur, suffer, or be required to pay, defend, settle (subject to any limitations set forth in this Agreement), or satisfy as a result of any use of your Account or of the content of your website or any information contained therein. To qualify for such defense and payment, Service Provider must provide you with prompt written notice of a potential third party claim.

13. FORCE MAJEURE. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including, but not limited to, fires, Acts of God, strikes (of its own or other employees), insurrection or riots, wars, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, or requirements or regulations of any civil or military authority (an 'Event of Force Majeure').

14. WAIVER. The waiver by Service Provider of a breach or default of any of the provisions of this Agreement by the User or any third party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of the Service Provider to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the User or any third party.

15. NOTICES. Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class regular mail or facsimile transmission (such facsimile transmission notice to be confirmed by letter mailed within 12 hours) to the address or to the facsimile number of the other party set out in this Agreement (or such other address or numbers as may have been notified) and any such notice or

other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by mail) upon the expiration of 48 hours after mailing and (if sent by facsimile transmission) upon the expiration of 12 hours after dispatch.

Notices to the Company:

HomeImproveMeet.com
4858 Mercury Street #H203
San Diego, CA 92111

With a courtesy copy, which shall not constitute notice, to:

Dan Kehr, Esq.
Kehr Law
501 W. Broadway, Suite 800
San Diego, CA 92101
Fax: (619) 400-4952

16. SEVERABILITY. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

17. POWER OF ATTORNEY. You agree and hereby irrevocably appoint Service Provider with full power as your true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that Service Provider deems necessary or advisable to accomplish the purposes of this Agreement.

18. SUCCESSORS. This Agreement shall be binding upon and inure for the benefit of the successors in title of the parties hereto.

19. ASSIGNMENT AND SUBLICENSING. Neither you nor any third party is entitled to assign or otherwise transfer this or any other Agreement, oral or otherwise, nor any of its rights or obligations hereunder nor sublicense the use (in whole or in part) of the Software without the prior written consent of the Service Provider.

20. HEADINGS. The headings to the paragraphs in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

21. GOVERNING LAW; VENUE. This Agreement is entered into in the State of

California and shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law rules. Each party to these Terms and Conditions submits to the exclusive jurisdiction of the state and federal courts sitting in the County of San Diego, in the State of California, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

22. ATTORNEYS FEES. Should it be necessary to institute any action to enforce the terms of this Agreement, the parties hereby agree that the substantially prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, as well as all costs of the action, including, but not limited to court or arbitration tribunal costs, filing fees, exhibit fees, forensic consultant fees, litigation support costs and expert witness fees. Further, recoverable attorney fees and costs shall include the costs for such items for any appeals. This paragraph shall remain independent from any judgment entered to enforce its terms, shall not merge therewith, and shall entitle the prevailing party to attorneys fees and costs incurred in connection with post judgment collection and enforcement efforts.

23. CONFLICT. If any term of this Agreement conflicts with any State or Federal Law, where the use of the Services is unlawful in the location at which the Content is posted or Services delivered, the terms of this Agreement shall prevail to the maximum extent possible.

EXHIBIT "A"

PRIVACY POLICY

This Privacy Policy discloses the privacy practices for the HomeImproveMeet.com website and various related services (together referred to as the "Website" or the "Site"). HOMEIMPROVEMEET, INC., a California Corporation, (referred to as "us" "we" or "Service Provider") is the provider of the Website. We are committed to protecting your privacy online. Please read the information below to learn our Privacy Policy regarding your use of this Website:

1. What information do we collect from you?
2. Where do we collect information from you and how do we use it?
3. With whom do we share your information?
4. How can you update, correct or delete your Personally Identifiable Information?
5. What are your choices regarding collection, use and distribution of your information?
6. What security precautions are in place to protect against the loss, misuse or alteration of your information?
7. Do we use "cookies"?
8. What should you know about privacy policies and data collection at any third party websites accessible from our Website?
9. What else should you know about your privacy online?

You acknowledge that this Privacy Policy is part of our Website Terms of Service, and by accessing or using our Website, you agree to be bound by all of its terms and conditions. If you do not agree to these terms, you may not access or use this Website.

We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by electronic or other means including, but not limited to issuing e-mails to the e-mail addresses provided by registered users and/or posting the revised Policy on this page. You acknowledge and agree that it is your responsibility to maintain a valid e-mail address as a registered user, review this Website and this Policy periodically and to be aware of any modifications. Your continued use of the Website after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide by and be bound by the modified Policy.

1. *What information do we collect from you?*

In order to better provide you with our numerous services, we collect two types of information about our users: Personally Identifiable Information and Non-Personally Identifiable Information. Our primary goal in collecting information from you is to provide you with a smooth, efficient, and customized experience while using our Website.

Personally Identifiable Information: This refers to information that lets us know the specifics of who you are. When you engage in certain activities on this Website, such as registering for a membership, submitting content and/or posting content in discussion forums or other public areas, entering a contest or sweepstakes, filling out a survey, or sending us feedback, we may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, we may ask that you provide us personal information, such as your first and last name, mailing address (including zip code), e-mail address, employer, job title and department, telephone and facsimile numbers, and other personal identifying information. When ordering products or services on the site, you may be asked to provide a credit card number. Depending upon the activity, some of the information we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

Non-Personally Identifiable Information: This refers to information that does not by itself identify a specific individual. We gather certain information about you based upon where you visit on our Website in several ways. This information is compiled and analyzed on both a personal and an aggregated basis. This information may include the Website's Uniform Resource Locator ("URL") that you just came from, which URL you go to next, what browser you are using, and your Internet Protocol ("IP") address. An URL is the global address of documents and other resources on the Internet. An IP address is an identifier for a computer or device on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the Internet or World Wide Web. Networks use the TCP/IP protocol to route information based on the IP address of the destination. In other words, an IP address is a number that is automatically assigned to your computer whenever you are surfing the web, allowing web servers to locate and identify your computer. Computers require IP addresses in order for users to communicate on the Internet.

2. Where do we collect information from you and how do we use it?

We do not collect any Personally Identifiable Information about you unless you voluntarily provide it to us. You provide certain Personally Identifiable Information to us when you:

- (a) Register for our Service and register your e-mail address with us;
- (b) Use our Website or Services;

(c) Send e-mail messages, submit forms or transmit other information by telephone, text message or letter; or

(c) Sign up for special offers from selected third parties.

We may also collect information from you at other points on our Website that state that such information is being collected.

In addition, we may also collect, or our third party ad server and/or content server may collect, certain Non-Personally Identifiable Information. This information is ultimately stored and, in some cases, specific URLs. We use your IP address to diagnose problems with our servers, software, to administer our Website and to gather demographic information. Our third party ad servers will also provide us with summary, but not individual, reports that will tell us how many ads were presented and clicked upon at our Website.

We will primarily use your Personally Identifiable Information to provide our services to you, as required by our agreements with you. We will also use Personally Identifiable Information to enhance the operation of our Website, fill orders, improve our marketing and promotional efforts, statistically analyze site use, improve our product and service offerings, and customize our Website's content, layout, and services. We may use Personally Identifiable Information to deliver information to you and to contact you regarding administrative notices. We may also use Personally Identifiable Information to resolve disputes, troubleshoot problems and enforce our agreements with you, including our Website Terms of Use, Acceptable Use Policy, and this Privacy Policy.

3. With whom do we share your information?

We do not sell, trade, or rent your Personally Identifiable Information to others. We do provide some of our services through contractual arrangements with affiliates, services providers, partners and other third parties. We and our service partners use your Personally Identifiable Information to operate our websites and to deliver their services. For example, we must release your credit card information to the card-issuing bank to confirm payment for products and services purchased on this Website; release your address information to the delivery service to deliver products that you ordered; and provide order information to third parties that help us provide customer service.

We encourage our service partners to adopt and post privacy policies. However, the use of your Personally Identifiable Information by our service partners is governed by the privacy policies of those service partners, and is not subject to our control.

Occasionally we may be required by law enforcement or judicial authorities to provide Personally Identifiable Information to the appropriate governmental authorities. We will disclose Personally Identifiable Information upon receipt of a court order, subpoena, or to cooperate with a law enforcement investigation. We fully cooperate with law enforcement agencies in identifying those who use our services for illegal activities. We

reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful.

We may also provide Non-Personally Identifiable Information about our customers' sales, traffic patterns, and related Website information to third party advertisers, but these statistics do not include any Personally Identifiable Information.

4. How can you update, correct or delete your Personally Identifiable Information?

We believe you should have the ability to access and edit the Personally Identifiable Information that you have provided to us. You may change any of your Personally Identifiable Information in your Account online at any time by linking to your Account in accordance with instructions posted elsewhere on this Website. You may also access and correct your personal information and privacy preferences by writing us at:

Homeimprovement.com
4858 Mercury Street #H203
San Diego, CA 92111

Please include your name, address, and/or e-mail address when you contact us. We encourage you to promptly update your Personally Identifiable Information if it changes. You may ask to have the information on your account deleted or removed; however, because we keep track of past transactions, you cannot delete information associated with past transactions on this Website. In addition, it may be impossible to completely delete your information without some residual information because of backups.

5. What are your choices regarding collection, use, and distribution of your information?

We may, from time to time, send you e-mail regarding our products and services. In addition, if you indicated upon registration that you are interested in receiving offers or information from us and our partners, we may occasionally send you direct mail about products and services that we feel may be of interest to you. Only Service Provider (or agents working on behalf of Service Provider, and under confidentiality agreements) will send you these direct mailings and only if you indicated that you do not object to these offers. If you do not want to receive such mailings, simply tell us when you give us your personal information. Or, at any time you can easily edit your account information to no longer receive such offers and mailings.

You also have choices with respect to cookies, as described below. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies some parts of our Website may not work properly in your case.

6. What security precautions are in place to protect against the loss, misuse, or alteration of your information?

At our Website you can be assured that your Personally Identifiable Information is secure, consistent with current industry standards. The importance of security for all Personally Identifiable Information associated with our users is of utmost concern to us. Your Personally Identifiable Information is protected in several ways. Access by you to your Personally Identifiable Information is available through a password and unique customer ID selected by you. This password is encrypted. We recommend that you do not divulge your password to anyone. In addition, your Personally Identifiable Information resides on a secure server that only selected Service Provider personnel and contractors have access to via password. We encrypt your Personally Identifiable Information and thereby prevent unauthorized parties from viewing such information when it is transmitted to us.

Personal information that you provide that is not Personally Identifiable Information also resides on a secure server and is only accessible via password. Since this information is not accessible from outside the Service Provider you will not be asked to select a password in order to view or modify such information.

In order to most efficiently serve you, credit card transactions and order fulfillment are handled by established third party banking, processing agents and distribution institutions. They receive the information needed to verify and authorize your credit card or other payment information and to process and ship your order.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this Website cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

7. Do we use "cookies"?

When you use our Website we will store cookies on your computer in order to facilitate and customize your use of our Website. A cookie is a small data text file, which a website stores on your computer's hard drive (if your web browser permits) that can later be retrieved to identify you to us. Our cookies store randomly assigned user identification numbers, the country where you are located, and your first name to welcome you back to our Website. The cookies make your use of the Website easier, make the Website run more smoothly, and help us to maintain security. You are always free to decline our cookies if your browser permits, but some parts of our Website may not work properly in that case.

We may use an outside ad serving company to display banner advertisements on our Website. As part of their service, they will place a separate cookie on your computer. We will not provide any third-party ad server with any of your Personally Identifiable Information or information about your purchases. We and our third party ad server will

collect and use Non-Personally Identifiable Information about you, such as your IP address, browser type, the server your computer is logged onto, the area code and zip code associated with your server and whether you responded to a particular advertisement. Other advertisers may also place banner ads on our Website in the same manner as above, but we will not disclose any Personally Identifiable Information to them.

8. What should you know about privacy policies and data collection at any third party websites accessible from our Website?

Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. Other sites accessible through our Website have their own privacy policies and data collection, use and disclosure practices. Please consult each site's privacy policy. We are not responsible for the policies or practices of third parties. Additionally, other companies which place advertising on our Website may collect information about you when you view or click on their advertising through the use of cookies. We cannot control this collection of information. You should contact these advertisers directly if you have any questions about their use of the information that they collect.

9. What else should you know about your privacy online?

You must be at least 18 years old to have our permission to use this Website. Our policy is that we do not knowingly collect, use or disclose Personally Identifiable Information about visitors who are under 18 years of age.

You should also be aware that when Personally Identifiable Information is voluntarily disclosed (i.e. your name, e-mail address, etc.) in the discussion forums or other public areas on this Website, that information, along with any information disclosed in your communication, can be collected and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond our control and this Policy does not apply to such information. Any submissions to contractor ratings, feedback forums or other public areas on this Website are accepted with the understanding that they are accessible to all third parties. If you do not want your comments to be viewed by third parties, you are advised not to make any submissions. Ultimately, you are solely responsible for maintaining the secrecy of your password and/or account information. Please be careful and responsible whenever you're online.

If you have any questions about this Privacy Policy, the practices of this Website, or your dealings with this Website, please contact us by sending a letter to:

HomeImproveMeet.com
Attn: Privacy Compliance Officer
4858 Mercury Street #H203
San Diego, CA 92111

You may also contact us by e-mail at: info@homeimprovemeet.com.

EXHIBIT "B"
ACCEPTABLE USE POLICY

1. Service Provider reserves the right in its sole discretion to remove any content for any reason, including but not limited to, your violation of any laws or the terms and conditions of this Acceptable Use Policy. The Acceptable Use Policy below describes certain actions relating to the content and operation of the Website which Service Provider considers to be inappropriate and thus prohibited. The examples identified in this list are provided as examples only for your guidance. If you are unsure whether any contemplated use or action is permitted, please contact the Service Provider. Service Provider's right to remove inappropriate content under this Policy shall not place an obligation on Service Provider to monitor or exert editorial control over the Website.
2. You agree NOT to use the Service or Website to upload, post, email, transmit or otherwise make available any content that:
 - (a) Is vulgar, obscene, lewd, lascivious, pornographic, contains nudity or sexual acts, is harassing, excessively violent, or is otherwise objectionable;
 - (b) Is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - (c) Advocates, promotes, or otherwise encourages violence against any government, organization, group, or individual, or which provides instruction, information, or assistance in causing or carrying out such violence;
 - (d) Harms minors in any way;
 - (e) Is libelous, defamatory, scandalous, threatening, or harassing;
 - (f) Is private information used without the permission of the person(s) involved;
 - (g) Is likely to cause emotional distress;
 - (h) You do not have a right to make available under any law;
 - (i) You do not have a right to make available under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - (j) Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
 - (k) Holds Service Provider (including its affiliates), employees or shareholders up to public scorn or ridicule or would in any way damage or impair Service Provider's reputation or goodwill;
 - (l) Contains Software viruses, Trojan horses, worms or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer Software or hardware, or telecommunications equipment;

(m) Is unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or is any other form of solicitation.

3. You also agree NOT to use the Service or Website to:

- (a) Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- (b) Receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual property laws, including copyright and patent laws, unless you have previously obtained all required permissions for doing so;
- (c) Delete or alter author attributes, copyright notices, or other copyright management information, unless expressly permitted in writing by the author or owner;
- (d) Remove or alter any trademark, copyright or other proprietary notice on the Website or on any Services;
- (e) Impersonate any person or entity, including but not limited to the Service Provider, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (f) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- (g) Reverse compile, copy, engineer or adapt the whole or any part of the Website, Software or Services;
- (h) Assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Website or Services or use the Website or Services on behalf of any third party or make available the same to any third party;
- (i) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (j) Disrupt the normal flow of the Service or otherwise act in a manner that negatively affects other Users' ability to use the Service;
- (k) Disrupt the normal flow of dialogue, appointments, or scheduling, or otherwise act in a manner that negatively affects the ability of others to use the Service;
- (l) Sell or attempt to sell any goods or services that are unlawful in the location at which the content is posted or services delivered;
- (m) Intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to regulations promulgated by the U.S. Federal Communications Commission, any rules of any national or other

- agency regulating communications, or any other regulations having the force of law;
- (n) "Stalk" or otherwise harass another;
 - (o) Collect or store personal data about others in connection with the prohibited conduct and activities herein set forth; or
 - (p) Use the Service or Website in any other unlawful or tortious manner.
3. You acknowledge that Service Provider considers the above listed Actions to be grounds for removal of offending material and/or termination of access to the Website.
 4. All information, data, text, software, music, sound, photographs, graphics, logo(s), video, messages, tags, or other materials ("content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such content originated. This means that you, and not the Service Provider, are entirely responsible for all content that you upload, post, email, transmit or otherwise make available via the Service
 5. The Service Provider shall not be required to control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Service Provider be liable in any way for any Content, including but not limited to any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, transmitted or otherwise made available via the Service.
 6. You acknowledge that the Service Provider may or may not pre-screen Content, but that the Service Provider and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, the Service Provider and its designees shall have the right to remove any Content that violates this Acceptable Use Policy, the Terms of Service Agreement, any other agreement, or is otherwise objectionable. You 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 information generated by the Service or submitted to the Service Provider. You acknowledge, consent and agree that the Service Provider may access, preserve and disclose your Account Data and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Service, this Agreement or any other legal writing associated in any way with this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of the Service Provider, its Users, and the public.

7. You understand that the technical processing and transmission of the Service, 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. You understand that the Service and Software may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by the Service Provider and/or Content Providers who provide Content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.
8. Service Provider may, in its sole discretion, revise this Acceptable Use Policy without prior notice. Any such changes shall be posted by Service Provider on its Website. You shall be responsible for periodically reviewing the online Acceptable Use Policy to apprise yourself of any changes thereto. You agree to be bound by all such changes.