

## TERMS OF USE

READ CAREFULLY: YOUR USE OF My DataBase OnLine AND ITS SERVICES IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS AND CONDITIONS.

### INTRODUCTION

IMPORTANT READ CAREFULLY: BY SIGNING THIS AGREEMENT OR BY UTILIZING THE My DataBase OnLine SERVICES YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

This is a legal agreement, also referred to as the "Terms of Use" or the "Agreement" between You and Datacast Technologies, Inc., ("Datacast") for use of the Services provided by Datacast Technologies which You selected or initiated, which may include My DataBase OnLine services, web hosting, optional fee-based professional services and other services made available by Datacast from time to time (collectively, the "Services." "You" refers to either (a) the individual or entity that registered and/or provided Datacast credit card or other payment information or initiated any other mechanism for payment for the Services, or (b) if the Services are being purchased on behalf of an entity ("Subscribing Organization"), then "You" or, alternatively, Subscribing Organization refers to such entity. All software associated with the Services is protected by U.S. and international copyright laws, U.S. and international copyright treaties, and intellectual property laws and treaties.

### 1. DESCRIPTION OF SERVICES; STATEMENT OF INTENDED USE

The Services include, but are not limited to, a web-based database and tracking application. Together, these Services are sometimes referred to herein as a "My DataBase OnLine Account" or "Account." You or any representative(s) of the Subscribing Organization who have created username(s) and password(s) within the My DataBase OnLine Account will be referred to as "Users." The Services, including all information, products and other services contained or described therein may be accessed and used solely by You, the Subscribing Organization and its Users, solely for purposes of collecting, tracking, storing, managing, and communicating information for any legal and non-commercial use. Datacast may at any time terminate the Services or any feature of the Services, or terminate a User Account or deny the Subscribing Organization or its Users access to the Services pursuant to Sections four (4) and five (5) hereof without notice. All changes to the Services will be subject to these Terms.

### 2. REGISTRATION; BILLING INFORMATION; ACCOUNT ADMINISTRATOR

To establish a My DataBase OnLine Account, You must complete the Account Registration process. You must provide accurate and complete information upon registering for any My Database Online account (the 'Registration Information';), including, but not limited to accurate and complete billing

information on the billing form ('Billing Information'). You will be required to promptly update the Registration and Billing Information as necessary so that it is always accurate and complete. The individual who completes the Account Registration is the initial 'Account Administrator' or "Administrator"; for the Account, and shall be permitted the exercise of certain options to initially determine the level of privacy and security provided to any Users of the Account. For example, the Account Administrator will determine the Users on the Account and will determine the level of privileges that each User will possess. An Account Administrator may designate other Users as additional and/or successor Account Administrators "Successor Administrator", and is responsible for confirming that such person(s) accept such responsibility. Upon becoming an account administrator, each Successor Administrator will be deemed to agree to the obligations of the Account Administrator hereunder. All notices from Datacast to You or the Subscribing Organization will be sent to the current Account Administrator(s) at the e-mail address(es) provided by the Administrator for such purpose, which e-mail address(es) shall appear on the Account, as appropriate. In addition, all notices and information sent by Datacast to Users will be sent to their individual addresses as provided therein.

### 3. PASSWORD SECURITY

Upon registering with Datacast Technologies, Inc, You or the Subscribing Organization will select an Account Name (the "Account Name") and each User will select a password, or will have one assigned to them by an Account Administrator. Datacast will use reasonable efforts to assign to the Subscribing Organization the Account Name that it selects. However, Datacast reserves the right to reject or terminate use of an Account Name if it has been previously assigned to another Subscribing Organization or if in the sole discretion of Datacast, (a) the Account Name is offensive or its use violates applicable law, (b) that multiple accounts have been registered by a Subscribing Organization or its Users to reserve account names without the actual intent to use them, (c) the Subscribing Organization or its Users has selected or is using an Account Name of another party with the intent to impersonate that party, (d) the Account Name contains, may interfere or be confused with, violate, exploit, or capitalize on, the name, goodwill, trade name, trademark, registered trademark, service mark, or proprietary or other rights of any party, (e) the Subscribing Organization, its Users or Administrators, have created multiple 'free trial'; accounts for the purpose of avoiding subscription fees. In the event Datacast rejects or terminates use of an Account Name because of a violation or threatened violation of this Section, it may elect, at its sole discretion and without prior notice: (1) to select an alternate Account Name, (2) to allow the Subscribing Organization to promptly select another acceptable Account Name, and/or (3) Terminate

as provided in Section 4 hereof. The Subscribing Organization and its Users are solely responsible for maintaining the confidentiality of the Account, all Account passwords, and all information stored on the Account (collectively, the 'Account Information'). In addition the Subscribing Organization and its Users are solely responsible for all information transmitted through the Services; the selection of Users and their privileges; for any and all use and activities that occur in connection with the Registration Code (if applicable), passwords, Account Name, Account Information, and for all Account content. The sharing of user login names and/or passwords by more than one individual to avoid the payment of user fees constitutes a violation of these Terms of Use. The Subscribing Organization will notify Datacast immediately of any known or suspected unauthorized use or any other breach of security or the terms of this Agreement. Datacast will not be liable for any failure by the Subscribing Organization or its Users to comply with any provision of these Terms of Use. In the event that a dispute arises over the rightful control of any Account, Datacast will have no obligation to any party to continue to grant access to the Account except under a final and non-appealable order from a court of competent jurisdiction.

#### 4. TERMINATION

Datacast, in its sole discretion, may terminate, cancel, suspend, limit, discontinue, and/or deactivate (temporarily or permanently) all or any part of the Services, any password, Account Name, registration, any part or all of the Account, and/or access to and use of any part or all of the stored data and information of the Subscribing Organizations and/or its Users; including but not limited to Registration Information, Account Information, the Services and/or the Account, and/or any rights of any parties under these Terms of Use (hereinafter 'Terminate'; or 'Termination'). Termination by Datacast may occur at any time, including without limitation if (a) Datacast believes that the Subscribing Organization or any User has violated or is threatening to violate these Terms of Use or other policy of Datacast, its Third Party Providers or applicable law, has misused or is threatening to misuse the Services, or has conducted or is threatening to conduct any fraudulent, abusive, or illegal activity, (b) Datacast believes that the Subscribing Organization or any of its Users has accessed or is attempting to access any part of the Services or Content, or the Account, or Registration Account or Application Information of any other Subscribing Organization or User, (c) the Subscribing Organization assigns or attempts to assign its rights to the Account or the Account Name, without the consent of Datacast (d) Datacast discontinues the Services or any part thereof for any other reason, (e) the subscribing Organization or a User makes, in the sole discretion of Datacast, excessive use of bandwidth, or transmits excessive numbers of e-mails, notices or other transmissions inconsistent with the

number of users registered.. Datacast reserves the right to investigate the validity of any complaint presented to it which alleges that any account has been used to conduct fraudulent, abusive or illegal activity, or has been used in any way which violates these Terms. Such investigations may include logging on to the account and/or reviewing any data or information contained therein. Datacast will not, however, provide any such information to any third party unless required by law or court order. A Termination described in Section 4(a), (b), (c), or (d) may be made with or without notice and will be effective immediately. In the event of Termination, Datacast may remove and/or permanently delete from its servers all of the Subscribing Organizations and its Users' Account Information, Registration Information and Application Information and/or all backup copies thereof, without further notice and without any liability of Datacast to the Subscribing Organization, its Users or any third parties. Notwithstanding anything in these Terms to the contrary, if Datacast reasonably believes that the Subscribing Organization or any of its Users has violated or is threatening to violate applicable law or the provisions of the Terms of Use or has conducted or is threatening to conduct any fraudulent, abusive, or illegal activity, Datacast may, without any notice, refer the Subscribing Organization and/or its Users to appropriate law enforcement agencies, and/or immediately remove and/or permanently delete the Account Information, Registration Information and/or Application Information as otherwise provided herein. If a Subscribing Organization or its Users are the subject of a Termination described herein, they may not re-register for or continue to use the Services in any manner or for any reason. If the Subscribing Organization wishes to terminate its Account and use of the Services, it must notify Datacast by sending an email to Support@mydbol.com. For information on this procedure, see our Privacy Statement at <http://www.MyDataBaseOnLine.com/privacy.htm>. The provisions of Sections 6, 10, 13, 14, 15 and 16 will survive any Termination or discontinuance hereunder.

#### 5. ACCESS TO SERVICES; SUPPORT; THIRD PARTY PROVIDERS; RIGHTS

To use the Services, the Subscribing Organization and its Users must obtain and pay any fees required for access to the World Wide Web and provide all equipment necessary to make such connection, including a computer and modem or other access device. The Subscribing Organization and its Users may access the Services and the Account only by means of the interface provided by Datacast. Although the Services and Account are generally accessible worldwide, access may not be available to all persons or in all locations. Datacast reserves the right to limit access to the Account or the Services by any Subscribing Organization, User, or person, or from any location. The Services contain links to other World Wide Web accounts of Datacast partners, affiliates, and providers of content or services to Datacast in delivering the Services or to its Subscribing Organizations as part of the Services (collectively, 'Third Party Providers'); and to other resources and

accounts (all such accounts collectively, 'Linked Accounts'). Such links are provided for the convenience of the Subscribing Organization and its Users only, and are not reviewed, monitored or controlled by Datacast. Datacast does not endorse, is not responsible for and makes no representation or warranty concerning the reliability or availability of these Linked Accounts or Third Party Providers or the accuracy, reliability, completeness or authenticity of their contents, advertising or products, and is not responsible for any transmission received from any Linked Account. Use of Linked Accounts are subject to the privacy policies, terms of service and other conditions applicable to such Accounts. All linking to Linked Accounts is at the sole risk of the Subscribing Organization and its Users. Any concerns regarding any Linked Account or its content, products or services should be directed to the administrator or webmaster of such Linked Account.

## 6. FEES

All fees are payable in US dollars unless invoiced or charged by Datacast in another currency, in which case the fees must be paid in the currency invoiced. All transmission fees, currency translation fees, wire and bank fees chargeable by or deducted from remittances by any bank, including the transmitting, intermediary or recipient bank are the responsibility of the remitting party and the Subscribing Organization. The obligation to pay fees rests with the Subscribing Organization. An Account Administrator may elect to furnish a personal credit card for the purpose of paying account fees in which case the furnishing of such information is considered his/her authorization for Datacast to use the card for any and payments related to the account. The billing information may be changed by any Account Administrator directly through the account. The Services are provided on a subscription basis. Subscribing Organizations and its Users agree that should subscription charges not be paid in a timely manner, Datacast may, in its sole discretion, discontinue service until such time as the payments are brought current. Subscribing Organizations and its Users further agree that should payment for the Services be made to a third party in connection with its offering of our service, and said third party fails to make payments to Datacast, Datacast may, in its sole discretion, discontinue service until such time as the payments are brought current. The Annual Subscription Fees are charged in accordance with My Database OnLine's published prices at the time of initial subscription to the service. My DataBase OnLine billing is based on billing each account at the start of subscription for the month just beginning. Billing will begin starting with the first day of the calendar month in which the Account is created. Fees will be assessed for each User that exists at the end of the month, whether or not they accessed the Account during that month, in addition to Users that log into My DataBase OnLine at least once during the month and are then deleted before the end of the month. It is the responsibility of the Account Administrator(s) to monitor and

update their account user ship. My DataBase OnLine will not be responsible for deleting account user records. Subscription fees are billable to the person designated by the Subscribing Organization under the Billing page, which may be accessed and updated only by an Account Administrator. It is the Subscribing Organizations responsibility to ensure that the billing contact information is complete and accurate at all times. Only an Account Administrator may cancel an account subscription. Cancellation may be made at any time by any Account Administrator through an e-mail instruction from Account Administrators e-mail account as contained on the Account. Cancellation requests must be addressed to support@mydbol.com. Upon receipt of a valid cancellation request, My DataBase OnLine may deactivate the Account at any time. Unless and until a cancellation request is received by My DataBase OnLine, the User agrees that Datacast may automatically invoice or charge the credit card on file for the full amount of each subscription. Datacast reserves the right to increase the fees it charges for access by the Subscribing Organization and its Users, provided, however, that Datacast will provide no less than thirty (30) days advance notice to existing Users of its intention to do so. Fees for other services offered by My DataBase OnLine, including but not limited to extra disk storage and consulting services are also charged in accordance with the prices in effect at the time of purchase or renewal.

#### 7. THIRD PARTY (PARTNER) ACCOUNTS

Subscribing Organizations may register for the My DataBase OnLine Services through a Partner who may be a reseller of the Services on behalf of My DataBase OnLine. In such cases, the Subscribing Organization hereby agrees that My DataBase OnLine may provide user ship, billing and other necessary contact information, including, but not limited to 'personally identifiable user information'; to the My DataBase OnLine Partner notwithstanding anything contained in these Terms of Use or the My DataBase OnLine Privacy Policy.

#### 8. STORAGE AND FILE DOWNLOAD/BANDWIDTH LIMITATIONS

Storage space for the Subscribing Organization is currently provided in accordance with the My DataBase OnLine price list in effect from time to time, and it may be impossible to store some data or information at the Account due to space constraints. The Subscribing Organization agrees that Datacast is not responsible or liable for any insufficient storage capacity or the deletion or failure to store data or information. Datacast reserves the right to limit the file download and/or bandwidth capacity of any or all accounts, in its sole discretion, if it deems such limitation to be in the best interests of the operating performance across all accounts.

## 9. PRIVACY

Datacast respects the privacy of its Subscribing Organizations and Users. Please read our Privacy Statement at <http://www.My DataBase OnLine.com/privacy.htm>, which forms part of these Terms.

## 10. SUBSCRIBING ORGANIZATIONS AND USERS RESPONSIBILITIES

All Account Information, Registration Information, Application Information and other information stored, publicly posted or privately transmitted through the Services by the Subscribing Organization or its Users, the confidentiality and privacy of all of the same and of the Account, and all uses of the Services and the Account by the Subscribing Organization and its Users are their sole responsibility. Without limitation, the Subscribing Organization and its Account Administrator(s) are responsible for monitoring the contents, use of and access to the Account and all such Information, and use of and access thereto by Users who are minors. Without limitation, the Subscribing Organization agrees that it and its Users will use the Services and the Account only in accordance with these Terms, and will not use them to: a. upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any Account Information, Content or other information (i) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, objectionable or libelous, or promotes such activity; (ii) that (or the transmission, distribution, publication or dissemination of which) infringes any patent, trademark, trade secret, copyright, or other rights or proprietary rights of any party, violates any contractual or fiduciary relationships (such as inside, proprietary or confidential information); (iii) that is harmful to minors; or (iv) that contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any 'copy-protect' devices, any other harmful or disruptive program, or any warez, cracks, hacks, associated utilities or other piracy related information; b. provide inaccurate, incomplete, outdated or misleading Registration Information or e-mail addresses, create a false identity or manipulate identifiers to mislead or to disguise the origin of any information stored on the Account or transmitted through the Services, or impersonate or otherwise misrepresent any affiliation with any person or entity; c. modify, use, download, publish, upload, post, transmit, transfer, sell, reproduce, create new or derivative works from, license, distribute, perform, display, broadcast, exploit or otherwise copy any portion of the Services, Account Name, or any Content, or any products or other services (including software) obtained there from, or permit access to the same by any unauthorized person or entity; d.

interfere with or disrupt any links or click-through URLs provided through the Services, or servers or networks connected to the Services, or violate the regulations, policies or procedures of such servers or networks, or interfere with another Subscribing Organizations or Users use and enjoyment of the Services; e. attempt to gain unauthorized access to the Services, Content, other Accounts, Registration Information, Account Information or Personal Information, or other computer systems, servers or networks connected to the Services; or f. violate (intentionally or unintentionally ) any applicable local, state, national or international law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any securities exchange of any jurisdiction, laws regarding the transmission through the Services of technical data or software exported from the United States and/or the country(ies) in which the Subscribing Organizations and/or its Users reside, and laws and regulations regarding online conduct and acceptable content of the Subscribing Organizations and its Users transmissions, Account and Account Information. Datacast reserves the right to examine the information or customer data contained within any Account for the purpose of determining if a violation of these Terms of Use has occurred. The Subscribing Organization must evaluate and bear all risks associated with use of any Account Information and any other information or products obtained from the Services, including any reliance on the accuracy, completeness or usefulness thereof.

## 11. ANTI-SPAMPOLICY

Datacast does not condone or allow spam. The Subscribing Organization and its Users may not use the Services, Content, My DataBase OnLine name or servers, the Account Information or the Accounts to email or otherwise transmit, distribute, publish or disseminate any unsolicited advertising, survey, promotional materials, 'junk email,' 'spam,' 'chain letters,','; 'pyramid schemes,' or any other form of solicitation or duplicative or unsolicited messages (commercial or otherwise) with respect to the Accounts, Account Information or any other business, product or service, and may not use the Account Name as the return address on any unsolicited communication. We encourage Subscribing Organization and its Users to help us enforce this policy. To report a violation, contact us at [support@mydbol.com](mailto:support@mydbol.com). As provided in the Privacy Policy, <http://www.My DataBase OnLine.com/privacy.htm>, My DataBase OnLine will cooperate with legal authorities in releasing information about Subscribing Organizations and Users who violate this Anti-Spam Policy.

## 12. BACKUP

My DataBase OnLine regularly backs up Account Information and Application



Information stored in the Account, and stores the same for a limited time. Subject to the limitations set forth in Sections 4 and 5 hereof, upon the Subscribing Organizations request and payment of the then-current fee, we will make reasonable efforts to restore Application Information. Datacast will have no liability for any failure to back up or restore such Application Information, or for interruptions, delay or suspension of access to or unavailability of Account, Registration or Application Information, or any loss of such Information, data or transmissions.

13. WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY  
WARRANTY DISCLAIMER. YOU UNDERSTAND AND AGREE THAT THE SERVICES, AND ANY ASSOCIATED SOFTWARE, ARE PROVIDED "AS IS"; AND "AS AVAILABLE";. DATACAST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. DATACAST MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES, THE ACCOUNT, OR THAT THE SERVICES WILL MEET ANY SUBSCRIBING ORGANIZATION OR USER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES AND THE ACCOUNT ARE AT THE SUBSCRIBING ORGANIZATION AND/OR USERS SOLE RISK. THE SUBSCRIBING ORGANIZATION AND ITS USERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE SUBSCRIBING ORGANIZATION, THE USER, THE ACCOUNT, AND ANY LINKED ACCOUNTS RESULTING FROM THE USE OF SUCH SERVICES OR WEBSITE. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to either the Subscribing Organization or the User. In that event, such warranties are limited to the minimum warranty scope and period allowed by applicable law.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DATACAST, ITS SUBSIDIARIES, OFFICERS, EMPLOYEES, SPONSORS, PARTNERS, SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES, OR ANY OTHER PECUNIARY LOSS) INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF, OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, THE ACCOUNT, OR ASSOCIATED SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF

DATACAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, DATACAST'S MAXIMUM CUMULATIVE LIABILITY AND THE SUBSCRIBING ORGANIZATIONS AND ITS USERS; EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE SUBSCRIBING ORGANIZATION FOR THE SUBSCRIPTION SERVICES (EXCLUDING ANY PER USE OR PROFESSIONAL SERVICE FEES) IN THE PREVIOUS 12 MONTHS EVEN IF ANY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to either the Subscribing Organization or its Users.

#### 14. INDEMNITY

The Subscribing Organization and its Users agree, to the extent allowed under federal law, to indemnify and hold Datacast, or its subsidiaries, affiliates, officers, employees, sponsors and partners harmless from any claim, loss, cost, expense, demand, or damage, including reasonable attorneys fees, arising directly or indirectly out of (a) the Subscribing Organizations or its Users use of or connection to the Services, this Website, the Account, or the Materials, (b) Account Information or other information transmitted or stored by the Subscribing Organization or its Users through or on the Account or the Services, (c) activities in connection therewith, or (d) the Subscribing Organizations or its Users breach of this Agreement or violation of the rights of any other party.

#### 15. PROPRIETARY RIGHTS

The Services, this Website, and all Content, and all trademarks, including but not limited to all material distributed or presented to the Subscribing Organization or its Users through the Services by My DataBase OnLine or its Third Party Providers or on the Linked Accounts, and all rights and intellectual property rights therein, are the sole property of Datacast, or its Third Party Providers, and are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Any comments, suggestions or ideas or other information submitted to My DataBase OnLine through this Website, in writing, by e-mail or otherwise to Datacast will be the property of Datacast and Datacast will have all rights therein without any obligation to compensate the Subscribing Organization or its Users. All Account Information will remain the sole property of the Subscribing Organization, its Users or any party with rights therein. Any rights not expressly granted herein are reserved.

All materials published by Datacast and its Third Party Providers, including but not limited to text, graphics, names, logos, service marks and trademarks, and information contained on any Linked Accounts (collectively, the "Content"); are the property of or controlled by My DataBase OnLine or

the party credited as the provider of the Content.

The Subscribing Organization and its Users will respect all proprietary rights of My DataBase OnLine and its Third Party Providers in and to the Content, Account Name, Services, and Account, any products or other services obtained there from.

#### 16. MISCELLANEOUS

a. Assignment. Neither party may assign or delegate their respective obligations under this Agreement either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign their rights and obligations under this Agreement as the result of a merger, consolidation, acquisition or the sale of all or substantially all of the assets of the assigning party and My DataBase OnLine may assign its rights and delegate its obligations in whole or in part to an affiliate, provided that either party may terminate this agreement upon 10 days notice, if the assignee can be reasonably considered a competitor of the non-assigning party.

b. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of New York as applied to agreements entered into and to be performed entirely within New York between New York residents. The parties hereby submit to the jurisdiction of, and waive any venue objections against state and federal courts in New York, New York in any litigation arising out of the Agreement.

c. Interpretation and Conflicting Terms. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. My DataBase OnLine shall not be bound by terms additional to or different from those in this Agreement that appear in Your acknowledgements, purchase orders, quotations, prior understandings, or in any other communications between the parties, unless such terms are expressly agreed to by amendment to this Agreement, and are executed by both You and Datacast

d. Force Majeure. Except for Your obligation to pay for the Services rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

e. Waivers. The waiver of any one breach, default or right granted under this Agreement will not constitute the waiver of any subsequent breach, default or right granted. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

f. Use of the Services. You may use the Services only for sessions or meetings in which You are an active participant, and as permitted under the terms and conditions of this Agreement or other written agreements between You and Datacast. You may not resell, distribute, use on a timeshare or service bureau basis, or otherwise directly generate income from the Services. You will not modify, make derivative works of, disassemble, decompile or reverse engineer the Account, Services or any component thereof.

g. U.S. Export Law. You acknowledge that the Services are subject to U.S. export control laws and regulations. You represent that you are not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. You will not use, export or allow a third party to use or export the Services in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations.

## 17. REPRESENTATIONS OF SUBSCRIBING ORGANIZATION

By registering and accepting these Terms, the initial Account Administrator on behalf of the Subscribing Organization and all its Users, and each User on its individual behalf, hereby represents and warrants to Datacast that: a. s/he is the duly authorized Account Administrator or User of the Subscribing Organization and has the authority and legal capacity to register and accept these Terms on behalf of the Subscribing Organization and to bind the Subscribing Organization thereto, and/or to register and accept the same on his/her own behalf and to be bound thereby; b. all Users are at least 18 years of age, or are at least thirteen (13) years of age and have parental permission to establish a Account and/or use and access the Services; c. (i) the Subscribing Organization and its Users are eligible to establish a Account and to become Users, (ii) the Subscribing Organization and its Users accept and agree to be bound by these Terms, and the Subscribing Organization will take all steps necessary to ensure that its Users so accept and are bound by the same, without limitation or qualification, and (iii) the Subscribing Organization and Users will regularly review these Terms, and in the event of any change, the Subscribing Organizations or Users failure to promptly discontinue use of the Services and Account as provided in Section 4 hereof

will be deemed to indicate the agreement of the Subscribing Organization, on its own behalf and on behalf of its Users, and of its Users to accept and be bound by such changes.

#### 18. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Datacast Technologies Inc., 50 Barker Street Suite 330 Mount Kisco, New York 10549 (USA); (914) 380-2783; email: support@mydbol.com.

#### 19. COPYRIGHT AND TRADEMARK INFORMATION

All trademarks, service marks and logos used in this Website are the property of their respective owners. All contents of this Website are the property of Datacast Technologies Inc. Copyright 2007-2008 Datacast Technologies Inc. All Rights Reserved

I have read and agree to these terms

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print name

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Signature

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Date

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Name of Subscribing Organization