

# **TERMS AND CONDITIONS OF USE** **AGREEMENT**

**CORPORATEALLIANCE.NET; BUILDINGINFLUENCE.COM; KNOWEVERYONE.COM; CITYOFINFLUENCE.COM; YOUKNOWEVERYONE.COM; KNOWEVERYBODY.COM; HOWDOYOUKNOWEVERYONE.COM; BUILDMYINFLUENCE.COM (Collectively, the "Site")**

**Effective Date: FEBRUARY 8, 2008**

Please read the following Terms and Conditions of Use Agreement (the "Agreement") carefully before using the Site. The following Agreement governs your use of the Site. By accessing and using the Site, you signify and acknowledge your acceptance of this Agreement and to our Privacy Policy. Please read both of these documents very carefully. Your acceptance of this Agreement and the payment of any applicable fees provides you with a limited, temporary and non-exclusive license and permission to use the software and other resources of the Site. This limited, temporary and non-exclusive license and permission are freely revocable at any time, for any reason whatsoever, with or without notice, by Influence International, Inc. (the "Company"), as described more fully below. If you do not agree to this Agreement, please do not use the Site. Please print a copy of this Agreement for your records.

**1. Intellectual Property.** All information, content, services and software displayed on, transmitted through, or used in connection with the Site, including for example and without limitation text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like, as well as its selection and arrangement (collectively, the "Content"), is owned by the Company, and/or its affiliated companies, licensors and suppliers. You may only use the Content online and for its intended purpose. If you operate a website and wish to link to the Site, you may do so upon written notice to the Company, provided you agree to immediately cease such link upon request from the Company. No other use of the Site is permitted without prior, written permission of the Company. The permitted use described herein is contingent on your compliance at all times with this Agreement.

Subject to any applicable end-user license agreement(s) which may or may not accompany any downloads from the Site, you may not (i) republish any portion of the Content on any internet, intranet or extranet site or incorporate the Content in any database, compilation, archive or cache, (ii) distribute any Content to others, whether or not for payment or other consideration, (iii) modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content, or (iv) scrape or otherwise copy the Content without permission. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Site, not to insert any code or product or manipulate the content of the Site in any way, and not to use any data mining, data gathering or extraction method.

Requests to use Content for any purpose other than as expressly permitted in this Agreement should be directed to the address(es) listed in Section 13 below.

**2. Infringement Complaints.** The Company respects the intellectual property of others. If you believe your work has been copied in a way that constitutes an infringement or are otherwise aware of any infringing material on the Site, please contact the Company at the address(es) listed in Section 13 below.

**3. Members Areas of Site.** The Company offers different levels of membership, and different privileges commensurate with same. Access to the Site and use of certain features of the Site is free. However, the Company may charge fees or otherwise restrict access to certain areas and premium features of the Site for the benefit of its members. By using the Site, such members acknowledge that (i) they are at least 18 years of age, (ii) they agree to fully abide by the terms and conditions of this Agreement and the Company's Privacy Policy, (iii) the Company reserves the right to charge fees for premium features and services, including those contained on or within the Site, (iv) they will not authorize others to use their account or otherwise provide their passwords or access codes to any third parties, and (v) access to premium features and services can be terminated by Company for failure to pay or expiration of membership privileges, or for violation of any of the guidelines regarding use of the Site (as determined in the sole discretion of the Company). The provisions of this Section 3 shall be in addition to, and shall not in any way limit, the other provisions of this Agreement or the Company's Privacy Policy.

**4. User-Provided Information and Content.** By providing information to, communicating with, and/or placing material or Postings (as defined below) on the Site, you represent and warrant that you own or otherwise have all necessary rights to the content you provide and the rights and permissions to use it as provided in this Agreement. You are solely responsible for any and all content and Postings that you provide. The Site offers opportunities for you to post messages, information and/or other submissions in connection with various features of the Site (collectively, "Postings"). Without limiting the other provisions of this Section 4 or this Agreement in any way, you must not transmit any Posting that: (i) imposes an unreasonable or disproportionately large load on the Site's infrastructure, or otherwise inhibits any user from enjoying the Site; (ii) causes injury to any person or entity; (iii) is unlawful, threatening, abusive, bigoted, defamatory, obscene, offensive, profane, or sexually explicit; (iv) constitutes or encourages conduct that violates any local, state, national or international law; (v) violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (vi) contains any virus, Trojan horse, worm, time bomb, cancelbot, easter eggs or other similar harmful or deleterious programming routine; (vii) contains any information, software or other material of a commercial nature; (viii) contains advertising, promotion or commercial solicitation of any kind; or (ix) constitutes or contains false or misleading indications of origin or statements of fact.

The Company shall have the right, but not the obligation, in its sole discretion to review, edit or delete Postings that violate any term of this Agreement; or are otherwise illegal or inappropriate as determined in the sole discretion of the Company. Depending on the nature of the violation, the Company shall have the sole discretion whether to terminate your access to the Site. The Company will cooperate fully with any law enforcement authorities or court order requesting or directing it to disclose personal information of anyone who submits Postings that violate the foregoing terms.

Although the Company may from time to time monitor or review Postings, the Company is under no

obligation to do so and assumes no responsibility or liability arising from the content of any Posting or for any error, defamation, omission, falsehood, obscenity, pornography, profanity, or inaccuracy contained therein. Display of Postings does not constitute approval or endorsement of same by the Company.

Any and all Postings submitted to the Site will be treated as non-confidential. By submitting Postings to the Site, you acknowledge that any information disclosed therein may be viewed and used by any third party, is not confidential and may be read or intercepted by others, creates no confidential, fiduciary, contractually implied or other relationship between you and the Company, and is subject to the grant of rights to the Company described elsewhere in this Agreement.

For all Postings, you grant the Company, its affiliates and related entities, a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such Postings, in any form, media, software or technology of any kind now existing or developed in the future. You also grant the Company the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. You acknowledge and agree that all rights in this Section are granted without the need for additional compensation of any sort to you and that you are waiving any claim against the Company, its affiliates and related entities, regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

**5. Billing and Renewals.** The Company charges and collects fees in advance for use of the members areas of the Site. If you pay yearly by check or money order, the Company will invoice you each year on the renewal date. For monthly or yearly renewals by credit card, the Company will automatically renew and bill your credit card or issue an invoice to you (i) every month for monthly licenses, or (ii) each year on the subsequent anniversary for annual licenses. Renewal charges will be equal to the then-current subscription fee(s) charged by the Company. Fees for other services will be charged on an as-quoted basis. The Company's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on the Company's income. For credit card payments, your account will be considered delinquent if your credit card company refuses, for any reason, to pay the amount billed to it and that amount remains unpaid at the beginning of the next billing cycle. Your access to the Site may be suspended or terminated if your account is delinquent. Unpaid charges are subject to interest and penalties of 10% percent per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection (including court costs and attorney's fees). Any account which is suspended for more than thirty (30) days will be terminated without any obligation on the part of the Company to maintain your data. If you ever believe that the Company has billed you incorrectly, you must contact the Company in writing no later than ninety (90) days after the date of the first billing statement in which the error or problem appeared, or you shall be deemed to have waived all claims.

**6. Communications with Third Parties Through The Site.** Your dealings or communications through the Site with any party other than the Company are solely between you and that third party. For example, certain areas of the Site may allow you to conduct transactions or utilize the offerings of third parties (e.g., though "plug-ins" and the like). Under no circumstances will the Company be liable

for any goods, services, resources or content available through such third party dealings or communications, or for any harm related thereto. Please review carefully that third party's policies and practices and make sure you are comfortable with them before you engage in any transaction. Complaints, concerns or questions relating to materials and/or services provided by third parties should be forwarded directly to the third party, not the Company.

During your visit to the Site you may link to, or view as part of a frame, certain content that is actually created or hosted by a third party. You may be introduced to, or be able to access, information, Web sites, advertisements, features, contests or sweepstakes offered by other parties. The Company is not responsible for the actions or policies of such third parties. You should check the applicable terms of service and privacy policies of those third parties when providing information on such a feature or page.

**7. Transactions and e-Commerce on or Through the Site.** During your visit to the Site you may elect to engage in a transaction involving the purchase of a product or service. To serve you most efficiently, payments and order fulfillment may be handled by a third party processing agent, bank or distribution institution. While in most cases transactions are completed without difficulty, there is no such thing as "perfect security" on the Internet or offline. If you're concerned about online credit card safety, in most cases a telephone number will be made available so you can call us and place your order by phone. The Company cannot take responsibility for the success or security of transactions undertaken or processed by third parties.

On occasion, a product or service may not be available at the time or the price as it appears or is promoted. In such event, or in the event a product is listed at an incorrect price or with incorrect information due to typographical error, technology effort, error in the date or length of publication, or error in pricing or product information received from our advertisers or suppliers, you agree that the Company is not responsible for such errors or discrepancies.

**8. Generally Prohibited Uses.** Without limiting the other provisions of this Agreement in any way, you agree to not use the Site to:

- a. upload, post, email, transmit or otherwise make available any Postings that are unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a Company official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings transmitted through the Site;
- e. upload, post, email, transmit or otherwise make available any Postings that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Postings that infringe any patent, trademark, trade secret, copyright or other proprietary rights of any party;

- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- h. upload, post, email, transmit or otherwise make available any material that contains software viruses 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;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
- l. 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 the Immigration and Nationality Act;
- m. "stalk" or otherwise harass another; and/or
- n. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

You acknowledge, consent and agree that the Company may access, preserve and disclose your account information and/or Postings 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 this Agreement; (c) respond to claims that any of your Postings violate the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of the Company, Site users and the public.

**9. General Disclaimer and Limitation of Liability.** While the Company uses commercially reasonable efforts to include accurate and up-to-date information, we make no warranties or representations as to the accuracy of the Content and assume no liability or responsibility for any error or omission in the Content or contained on or within the Site. The Company does not represent or warrant that use of any Content will not inadvertently infringe rights of third parties. The Company has no responsibility for actions of third parties or for content provided or posted by others.

USE OF THE SITE IS AT YOUR OWN RISK. ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER THE COMPANY NOR ANY OF ITS AFFILIATED OR RELATED COMPANIES, NOR ANY OF THE PAST, PRESENT OR FUTURE EMPLOYEES, OFFICERS, AGENTS OR LICENSORS OF ANY OF THEM (COLLECTIVELY, THE "RELEASED PARTIES"), MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE SITE, THE CONTENT, ANY ADVERTISING MATERIAL, INFORMATION, PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH THE SITE, AND/OR THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR SUCH CONTENT OR SERVICES. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES THAT THE SITE WILL MEET YOUR

REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, ARE SPECIFICALLY DISCLAIMED. THE RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR CONTENT POSTED BY ANY THIRD PARTIES, ACTIONS OF ANY THIRD PARTY, OR FOR ANY DAMAGE TO, OR VIRUS THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY.

THE COMPANY RESERVES THE RIGHT TO ALTER THE CONTENT OF THE SITE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RELATED TO UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, THE CONTENT OF THE SITE, OR ANY ERRORS OR OMISSIONS IN THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DAMAGES, LOSSES OR CAUSES OF ACTION ARISING UNDER THIS AGREEMENT IN EXCESS OF ONE HUNDRED DOLLARS (\$100.00).

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF THE RELEASED PARTIES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**10. Indemnity.** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, TRADE DISPARAGEMENT, PRIVACY AND INTELLECTUAL PROPERTY INFRINGEMENT) DAMAGES AND COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS) ARISING FROM OR RELATING TO ANY ALLEGATION REGARDING: (1) YOUR USE OF THE SITE; (2) THE COMPANY'S USE OF ANY CONTENT OR INFORMATION YOU PROVIDE; (3) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR MEMBERSHIP ACCOUNT, EVEN IF NOT POSTED BY YOU; AND, (4) ANY VIOLATION OF THIS AGREEMENT BY YOU.

**11. International Users.** The Site is controlled, operated and administered from within the United States. The Company makes no representation that materials, Content, or Postings available through the Site are appropriate or available for use outside the United States and access to them from territories where their contents are illegal is prohibited. You may not use the Site or export the Content in violation of U.S. export laws and regulations. If you access the Site from a location outside the United States, you are responsible for compliance with all applicable laws.

**12. Miscellaneous:** The Company reserves the right to change this Agreement at any time in its sole discretion and to notify users of any such changes solely by posting such changes. Your continued use of the Site after the posting of any amended agreement shall constitute your agreement to be bound by any such changes.

The Company may modify, suspend, discontinue or restrict the use of any portion of the Site, including

the availability of any portion of the Content at any time, without notice or liability. The Company may deny access to any person or user at any time for any reason. In addition, The Company may at any time transfer rights and obligations under this Agreement to any affiliate, subsidiary or business unit, or any of their affiliated companies or divisions, or any entity that acquires the Company or any of its assets.

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah as applied to agreements entered into and to be fully performed within the State, without regard to its conflicts of law provisions. You hereby agree that any cause of action you may have with respect to the Company or the Site must be filed in a federal or state court located in Provo, Utah within 180 days of the time in which the events giving rise to such claim occurred, or you agree to unconditionally waive such claim. You agree no such claim may be brought as a class action. If for any reason any provision of this Agreement is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of this Agreement shall continue in full force and effect. Any failure of the Company or the Site to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision. The section titles used in this Agreement are purely for convenience and carry with them no legal or contractual effect. In the event of termination of this Agreement for any reason, you agree the following provisions will survive: the provisions regarding limitations on your use of Content, the license(s) you have granted to the Site, and all other provisions for which survival is equitable or appropriate. This Agreement also hereby incorporates in full by this reference the terms and conditions contained in the Privacy Policy of the Site.

**13. Contact Us.** To contact the Company:

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