

ECCELLIO – Terms Of Service

1. ACCEPTANCE OF TERMS

Eccellio Inc. ("Eccellio") welcomes you. Eccellio provides the Eccellio Services (defined below) to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://www.eccellio.com/about/termsofservice.html>. By accessing and using the Eccellio Services, you accept and agree to be bound by the terms and provision of the TOS. Eccellio may also offer other services that are governed by different Terms of Service.

2. DESCRIPTION OF ECCELLIO SERVICES

Eccellio provides users with access to a rich collection of resources, including without limitation various communications tools, forums, shopping services, search services, and personalized content which may be accessed through any various medium or device now known or hereafter developed (the "Eccellio Services"). You also understand and agree that the Eccellio Services may include advertisements and that these advertisements are necessary for Eccellio to provide the Eccellio Services. You also understand and agree that the Eccellio Services may include certain communications from Eccellio, such as service announcements, administrative messages and the Eccellio Newsletter, and that these communications are considered part of Eccellio membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augments or enhances the current Eccellio Services, including the release of new Eccellio properties, shall be subject to the TOS. You understand and agree that the Eccellio Services is provided "AS-IS" and that Eccellio assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Eccellio Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Eccellio Services. You understand that the technical processing and transmission of the Eccellio Services, 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.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Eccellio Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving the Eccellio Services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Eccellio 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 or incomplete, or Eccellio has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Eccellio has the right to suspend or terminate your account and refuse any and all current or future use of the Eccellio Services (or any portion thereof).

4. ECCELLIO PRIVACY POLICY

Registration Data and certain other information about you are subject to our applicable privacy policy. For more information, see the full Eccellio Privacy Policy at <http://www.eccellio.com/about/fullPrivacyPolicy.html>. You understand that through your use of the Eccellio Services you consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Eccellio.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Eccellio Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Eccellio of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Eccellio cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, 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. Eccellio does not control the Content posted via the Eccellio Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Eccellio Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Eccellio 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, emailed, transmitted or otherwise made available via the Eccellio Services. 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 Content created by Eccellio or submitted to Eccellio. You acknowledge, consent and agree that Eccellio may access, preserve and disclose your account information 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: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of Eccellio, its users and the public.

You understand that the Eccellio Services and software embodied within the Eccellio Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Eccellio and/or content providers who provide content to the Eccellio Services. You may not attempt to override or circumvent any of the usage rules embedded into the Eccellio Services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Eccellio Services, in whole or in part, is strictly prohibited.

7. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE ECCELLIO SERVICES

Eccellio does not claim ownership of Content you submit or make available for inclusion on the Eccellio Services. "Publicly accessible" areas of the Eccellio Services are those areas of the Eccellio network of properties that are intended by Eccellio to be available to the general public. By way of example, publicly accessible areas of the Eccellio Services would include portions of World Wide Web sites that are accessible via hypertext or other links but are not hosted or served by Eccellio.

8. CONTRIBUTIONS TO ECCELLIO

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Eccellio through its suggestion or feedback web pages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Eccellio is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Eccellio shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Eccellio may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Eccellio without any obligation of Eccellio to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Eccellio under any circumstances.

9. INDEMNITY

You agree to indemnify and hold Eccellio and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, modify or otherwise make available through the Eccellio Services, your use of the Eccellio Services, your connection to the Eccellio Services, your violation of the TOS, or your violation of any rights of another.

10. NO COMMERCIAL REUSE OF ECCELLIO SERVICES

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Eccellio Services (including Content, advertisements, Software and your Eccellio ID).

11. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Eccellio may establish general practices and limits concerning use of the Eccellio Services, including without limitation the maximum disk space that will be allotted on Eccellio's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Eccellio Services in a given period of time. You agree that Eccellio has no responsibility or liability for the deletion or failure to store any messages and other communications

or other Content maintained or transmitted by the Eccellio Services. You acknowledge that Eccellio reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Eccellio reserves the right to modify these general practices and limits from time to time.

12. MODIFICATIONS TO ECCELLIO SERVICES

Eccellio reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Eccellio Services (or any part thereof) with or without notice. You agree that Eccellio shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Eccellio Services (or any part thereof).

13. TERMINATION

You may terminate your Eccellio account, any associated email address and access to the Eccellio Services by submitting such termination request to Eccellio.

You agree that Eccellio may, *without prior notice*, immediately terminate, limit your access to or suspend your Eccellio account, any associated email address, and access to the Eccellio Services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Eccellio Services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the Eccellio Services. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in Eccellio's sole discretion and that Eccellio shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Eccellio Services.

Termination of your Eccellio account includes any or all of the following: (a) removal of access to all or part of the offerings within the Eccellio Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the Eccellio Services.

14. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Eccellio Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Eccellio shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Eccellio Services.

15. LINKS

The Eccellio Services may provide, or third parties may provide, links to other World Wide Web sites or resources. You acknowledge and agree that Eccellio is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further

acknowledge and agree that Eccellio shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

16. ECCELLIO'S PROPRIETARY RIGHTS

You acknowledge and agree that the Eccellio Services and any necessary software used in connection with the Eccellio Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in advertisements or information presented to you through the Eccellio Services or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by Eccellio or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Eccellio Services, such Content or the Software, in whole or in part.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE ECCELLIO SERVICES AND SOFTWARE ARE AT YOUR SOLE RISK. THE ECCELLIO SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ECCELLIO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. ECCELLIO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE ECCELLIO SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) THE ECCELLIO SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ECCELLIO SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ECCELLIO SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ECCELLIO SERVICES OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ECCELLIO OR THROUGH OR FROM THE ECCELLIO SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE ECCELLIO SERVICE. CERTAIN CONDITIONS MAY

INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE ECCELLIO SERVICE. IMMEDIATELY DISCONTINUE USE OF THE ECCELLIO SERVICES AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE ECCELLIO SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ECCELLIO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ECCELLIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE ECCELLIO SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE ECCELLIO SERVICE; OR (e) ANY OTHER MATTER RELATING TO THE ECCELLIO SERVICE.

19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 19 AND 20 MAY NOT APPLY TO YOU.

20. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

21. NOTICE

Eccellio may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the Eccellio Services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the Eccellio Services in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Eccellio Services in an authorized manner.

22. TRADEMARK INFORMATION

You agree that all of Eccellio's trademarks, trade names, service marks and other Eccellio logos and brand features, and product and service names are trademarks and the property of Eccellio Inc. (the

"Eccellio Marks"). Without Eccellio's prior permission, you agree not to display or use in any manner the Eccellio Marks.

23. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

Eccellio respects the intellectual property of others, and we ask our users to do the same. Eccellio may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Eccellio's Copyright Agent the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Eccellio's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows: claims-copyright@eccellio.com.

24. VIOLATIONS

Please report any violations of the TOS to our [Customer Care](#) group.

Last updated: January 14, 2010