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SECURE OR FREE FROM ERROR; (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES OR FUNCTIONALITY OF THE SITE WILL BE ACCURATE OR RELIABLE; OR (D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF AND ACCESS OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. EQUIPOINT, LLC FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT RELATING TO YOUR ACCESS AND

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7. Indemnification and Reservation of Rights

You agree to indemnify, defend, and hold harmless Equipoint, LLC., its officers, directors, employees, agents, licensors, suppliers and any third-party providers to the Site from and

against all losses, expenses, damages and costs, including attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or your use and access of the Site. Equipoint, LLC. reserves the right to release current or past user information that was supplied by a user for registering to access the Site (but not proprietary information or data of any user that is supplied by the user when implementing functions on the Site) if Equipoint, LLC. believes that the user's account is being used to commit unlawful acts, if the information is subpoenaed, and/or if Equipoint, LLC. deems it necessary and/or appropriate. The Software provided you by Equipoint, LLC. may automatically download and install updates from time to time. These updates are designed to improve, enhance and further develop the functionality of the Site and may take the form of bug fixes, enhanced functions, new software modules, and completely new versions. You agree to receive such updates (and permit them to be delivered to you and installed on your computer for use in connection with the Site) as part of your use of the Site.

8. Benefit of Terms The provisions of the section Indemnification and Reservation of Rights are for the benefit of Equipoint, LLC. and its officers, directors, employees, agents, licensors, suppliers, and for the benefit of any third parties employed by Equipoint, LLC. in connection with creating, or running the Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

9. Term and Termination If you want to terminate this Agreement with Equipoint, LLC., you may do so by (a) notifying Equipoint, LLC. at any time, and (b) closing your account(s) for accessing the Site. Your notice should be sent in writing, to the address for Equipoint, LLC., which is set forth on the Site, or submitted as an email, as indicated on the Site. Equipoint, LLC. may at any time, terminate its legal agreement with you if: (a) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms of this Agreement); or, (b) Equipoint, LLC. is required to do so by law (for example, where the

provision of the services provided on the Site are, or become, unlawful); or, (c) Equipoint, LLC. is no longer providing the access to the Site to users in the country in which you are

resident, or from which you use the service; or, (d) the provision of the Services to you by Equipoint, LLC. is, in its opinion, no longer commercially viable. After this Agreement is terminated or canceled by either party, for any reason, you will have fourteen (14) days to access and download all of your data stored on the Site, which you have provided, input, created, or accumulated while accessing and using the Site. The provisions of this Agreement under the sections entitled: (a) Copyright, Licenses and Idea Submissions; (b) Indemnification; (c) Benefit of Terms; and, (d) Miscellaneous shall survive any termination of this Agreement.

Furthermore, all of the legal rights, obligations and liabilities that you and Equipoint, LLC. have benefited from, been subject to (or which have accrued over time while the terms of the Agreement have been in force), or which are expressed to continue indefinitely, shall be unaffected by this cessation.

10. Special Admonitions for International Use Recognizing the global nature of the Internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data, e-mail, or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

11. Dealings with Third Parties Your participation, correspondence or business dealings with any third party in connection with your use of the Site, or regarding the 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 third party. You agree that Equipoint, LLC. shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

12. Links. Equipoint, LLC. or third parties may provide links on the Site, to other World Wide Web sites or resources. Because Equipoint, LLC. has no control over the content on such other sites and the resources accessible there, you acknowledge and agree that Equipoint, LLC. is not responsible for the availability of such external

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construed as a waiver of any other provision or right. A determination under law that any provision or section of this Agreement is not enforceable shall not adversely affect the enforceability of all other portions of this Agreement. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Equipoint, LLC. may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.