

1. TERMS

We at EJ2 Communications, Inc. d/b/a Flashpoint (“Flashpoint,” “we,” “us,” or “our”) welcome you. We’re really excited that you have decided to access and use our Website.

We provide access to our Website subject to the following Terms of Service, which may be updated by us from time to time without notice to you. By browsing the public areas or by accessing and using the Website, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Terms of Service and the terms and conditions of our Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Website. Access to and usage of our proprietary software products are governed by the applicable software license agreement.

Capitalized terms not defined in these Terms of Service shall have the meaning set forth in our Privacy Policy.

1. COMMUNITY GUIDELINES

Flashpoint’s community, like any community, functions best when its people follow a few simple rules. By accessing and/or using the Website, you hereby agree to comply with these community rules and that:

You will not use the Website for any unlawful purpose;

You will not access or use the Website to collect any market research for a competing business;

You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Website, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;

You will not interfere with or attempt to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Website through hacking, password or data mining, or any other means; and

You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Website.

We reserve the right, in our sole and absolute discretion, to deny you access to the Website, or any portion of the Website, without notice.

2. INTELLECTUAL PROPERTY

The Website contains material, such as software, text, graphics, images, sound recordings, audiovisual works, and other material provided by or on behalf of Flashpoint (collectively referred to as the "Content"). The Content may be owned by us or by third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

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Elements of the Website are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

3. COMMUNICATIONS TO US

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails you send to us, including but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including, but not limited to, the development,

production and marketing of products and services that incorporate such information, without compensation to you.

4. NO WARRANTIES/LIMITATION OF LIABILITY

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT OR THE WEBSITE. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF THE WEBSITE FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE CONTENT AND THE WEBSITE AT YOUR OWN RISK.

WE DO NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE CONTENT OR THE WEBSITE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

THE CONTENT AND THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE CONTENT OR THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITE. THE WEBSITE MAY CONTAIN INFORMATION ON CERTAIN PRODUCTS AND SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT OR SERVICE ON THE WEBSITE DOES NOT IMPLY THAT SUCH PRODUCT OR SERVICE IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES,

CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

5. EXTERNAL SITES

The Website may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

6. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use, or misuse of the Content or the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

7. COMPLIANCE WITH APPLICABLE LAWS

The Website and its servers are based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Website or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

8. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Website, at any time

and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Website at any time without prior notice or liability.

9. MISCELLANEOUS

This Agreement is governed by the internal substantive laws of the State of New York, without respect to its conflict of law provisions. You expressly agree: (i) to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the State of New York, Borough of Manhattan; and (ii) that the Website shall be deemed a passive service that does not give rise to personal jurisdiction over Flashpoint, either specific or general, in jurisdictions other than New York. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the Termination provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications to Us," "No Warranties/Limitation of Liability," "Indemnification," "Termination of the Agreement," and "Miscellaneous."

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.