

## USER AGREEMENT

Welcome to Platform3000. Platform3000.com and its affiliates provide their services to you subject to the following conditions. If you visit or shop at Platform3000.com, you accept these conditions. Please read them carefully. In addition, when you use any current or future Platform3000.com service or visit or purchase from any business affiliated with Platform3000.com, whether or not included in the Platform3000.com Web site, you also will be subject to the guidelines and conditions applicable to such service or business.

THE FOLLOWING DESCRIBES THE TERMS ON WHICH PLATFORM3000 OFFERS YOU ACCESS TO OUR SERVICES.

This Agreement describes the terms and conditions applicable to your use of our services available under the domain and sub-domains of [www.platform3000.com](http://www.platform3000.com) and the general principles for the Web sites of our subsidiaries and international affiliates. If you do not agree to be bound by the terms and conditions of this Agreement do not use or access our services. If you have any questions, please write to [info@platform3000.us](mailto:info@platform3000.us). You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a member of Platform3000. We strongly recommend that, as you read this User Agreement, you also access and read the information contained in the other pages and Web sites referred to in this document, as they may contain further terms and conditions that apply to you as a Platform3000 user. Please note: underlined words and phrases are links to these pages and Web sites. By accepting this User Agreement, you also agree that your use of other Platform3000 Web sites will be governed by the terms and conditions posted on those Web sites. We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall automatically be effective thirty (30) days after they are initially posted on our site. In addition, we will notify you in accordance with your Notification Preferences. This Agreement may not be otherwise amended except in a writing signed by you and Platform3000.

**Membership Eligibility.** Our services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors or to temporarily or indefinitely suspended Platform3000 members. If you are a minor, you can use this service only in conjunction with your parents or guardians. If you do not qualify, please do not use our services. Further, your Platform3000 account and User Id may not be transferred or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

**Fees and Services.** Joining Platform3000 is free. You are legally bound by all transactions made at Platform3000. We may change our Fees and Credits Policy and the fees for our services from time to time. Our changes to the policy are effective after we provide you with at least fourteen (14) days' notice of the changes by posting the changes on the announcements board. However, we may choose to temporarily change our Fees and Credits Policy and fees for promotional events, and such changes are effective when posted on the bulletin board. When you purchase an item you have an opportunity to review and accept the fees that you will be charged for the use of our product. We may in our sole discretion change some or all of our services at any time. In the event we introduce a new service, the fees for that service are effective at the launch of the service. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with using our service and our Web site and all applicable taxes.

**Buying.** As a buyer, you are obligated to complete the transaction with Platform3000 if you purchase an item through one of our fixed price formats.

### Your Information.

1. Definition. "Your Information" is defined as any information you provide to us or other users in the registration or buying process, in any public message area (including Testimonials), or through

- any e-mail feature. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information.
2. **Restricted Activities.** Your Information and your activities on the site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the use of illegal means; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) be obscene or (g) contain any viruses, Trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and (i) link directly or indirectly to or include descriptions that: (aa) are prohibited under this Agreement; (bb) are identical to other services but are priced lower than our service; (cc) are concurrently listed for sale on a Web site other than Platform3000 (this does not prevent linking to or advertising a Platform3000 item from another Web site); or (dd) you do not have a right to link to or include. You may not consummate any transaction that was initiated using our service that, by paying to us, it could cause us to violate any applicable law, statute, ordinance or regulation, or that violates our current policies.
  3. **License.** Solely to enable Platform3000 to use the information you supply us with, so that we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in Your Information, in any media now known or not currently known, with respect to Your Information. Platform3000 will only use Your Information in accordance with our Privacy Policy.

**Access and Interference.** Our Web site contains robot exclusion headers, and you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our Web pages or the content contained herein without our prior express written permission. You agree that you will not use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of the Platform3000 site or any activities conducted on our site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real-time basis and is proprietary or is licensed to Platform3000 by our users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from our Web site without the prior express written permission of Platform3000 or the appropriate third party.

**Breach.** Without limiting other remedies, we may immediately remove your postings, warn our community of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you if: (a) you breach this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

**Privacy.** We do not sell or rent your personal information to third parties for marketing purposes without your consent, and we only use your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that you and your information is one of our most important assets. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. We use third parties to verify and certify our privacy principles. If you object to Your Information being transferred or used in this way, please do not use our services. Such data shall not be given out or rendered accessible to third parties except for appropriate parties deemed by Platform3000-P3000 Corporation, such as but not limited to schools, hotels, universities, embassies, agencies, consulates and in cases required by law; and only for purposes regarding the execution of your contract.

**No Warranty.** WE, OUR PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR WEB SITE AND SERVICES

WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights, and you may also have other legal rights that vary from state to state.

**Liability Limit.** IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND SUPPLIERS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO US IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) ONE HUNDRED U.S. DOLLARS (USD 100). Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**Indemnity.** You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

**Legal Compliance.** You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your purchase.

**Arbitration.** Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by Platform3000 to collect our fees and/or recover damages for, or obtain an injunction relating to, the Platform3000 site operations, intellectual property, and our services, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New Jersey, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

**General.** This Agreement shall be governed in all respects by the laws of New Jersey as such laws are applied to agreements entered into and to be performed entirely within New Jersey between New Jersey residents. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Platform3000, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. All other terms listed above shall survive any termination or expiration of this Agreement. When using a particular service on our Web site, you agree that you are subject to any posted policies or rules applicable to services you use through our Web site, which may be posted from time to time. All such posted policies or rules are hereby incorporated by reference into this Agreement. These policies may be changed from time to time and are effective immediately after we post the changes on our site.

**Disclosures.** The services hereunder are offered by Platform3000. If you are a U.S. resident, you may have this same information e-mailed to you by sending a letter to the e-mail address with your e-mail address

and a request for this information ([info@platform3000.us](mailto:info@platform3000.us)). Commercially available parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Disputes between you and Platform3000 regarding our services may be reported to Customer Support by going mailing [info@platform3000.us](mailto:info@platform3000.us). We encourage you to report all user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity.