

VUUCH TERMS of SERVICE

THESE "TERMS OF SERVICE" GOVERN YOUR FREE TRIAL OF THE SERVICES. IF YOU PURCHASE OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN YOUR PURCHASE AND ONGOING USE OF THOSE SERVICES.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY USING THE SERVICES (THE "VUUCH SERVICE" OR "SERVICE"), YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF SERVICE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS OF SERVICE, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, YOU MUST NOT ACCEPT THESE TERMS OF SERVICE AND MAY NOT USE THE SERVICES.

IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, THEN DO NOT CLICK "I AGREE" AND DO NOT USE THE VUUCH SERVICE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE VUUCH SERVICE IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF USE OF THE WEB SITE(S) ACCESSED THROUGH THE USE OF THE VUUCH SERVICE, AS SUCH TERMS AND CONDITIONS OF USE MAY CHANGE FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU. YOU AGREE TO COMPLY IN ALL RESPECTS WITH THESE TERMS OF SERVICE AND ANY TERMS AND CONDITIONS SET FORTH ON SUCH WEB SITES.

You may not access the Services if You are a direct competitor of the Company, except with written consent from Company. In addition, You may not access the Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on September 29, 2010.

Your Rights to Use the Vuuch Service

Your right to use the Vuuch Service is limited in scope, revocable, personal, non-transferable and non-exclusive. Provided that you comply at all times with these Terms of Service for using the Vuuch Service and subject to the limitations set forth herein, SRD Systems Inc. ("SRD" or "Company") will provide you with an online web service, accessible using the software provided by SRD and its partners, that allows members to create web pages for documents and other materials and to have other users interact with such web pages.

We expect the Vuuch Service will change significantly over time and, as a result, SRD may update these Terms of Service by posting updated terms and conditions on SRD's web sites, which updated Terms of Service shall be effective as of the posting.

Ownership of the Vuuch Service

The Vuuch Service and the content therein, to the extent provided by SRD, is the property of SRD and its affiliates (collectively, "us", "we" or "SRD" or "Company") and our licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. By way of example only, and not as a limitation, "Vuuch" and the Vuuch logo are trademarks of SRD Systems Inc.. Except where expressly indicated in the Vuuch Service, all product or service names or logos appearing in the Vuuch Service are our trademarks or registered trademarks. The absence of a trademark designation with respect to a product or service name or logo does not constitute a waiver of our trademark or other intellectual property rights concerning that name or logo.

Login Credentials

If you accept and agree to these Terms of Service and evidence that agreement by clicking "I Agree" in the space provided by SRD, then you may continue to register by choosing a user name and password ("Login Credentials") in order to complete the registration process. You are responsible for maintaining the confidentiality of your Login Credentials, and are fully responsible for all activities that occur under your Login Credentials. You agree to (a) immediately notify, SRD of any unauthorized use of your Login Credentials or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Sharing your Login Credentials with anyone else is a violation of these Terms of Service, and if at any time SRD learns that you have given others access to your Login Credentials, SRD reserves the right to terminate your access to the Vuuch Service immediately. Login Credentials are SRD's property and SRD may alter or replace them at any time.

Terms of Service, Privacy Policy and Other Policies

Your use of the Vuuch Service is governed at all times by these Terms of Service, SRD's Privacy Policy available at vuuch.com (as such Privacy Policy may change from time to time) as well as any other policies that we may publish from time to time. BY REGISTERING FOR THE VUUCH SERVICE AND AGREEING TO THESE TERM AND CONDITIONS, YOU EXPRESSLY AGREE TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION PERTAINING TO YOU, INCLUDING PERSONALLY-IDENTIFIABLE INFORMATION, AS DESCRIBED IN THE PRIVACY POLICY

AT: <http://www.vuuch.com/privacypolicy> YOUR INFORMATION WILL BE PROCESSED IN THE UNITED STATES OR OTHER COUNTRIES THAT MAY HAVE DATA PROTECTION LAWS LESS PROTECTIVE OF YOUR PRIVACY THAN THE LAWS THAT GENERALLY APPLY WHERE YOU RESIDE. You agree to permit us or our representatives to access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the Vuuch Service. We reserve the right to terminate your account immediately, with or without notice to you, and without liability of SRD, if SRD believes that you have violated these Terms of Service or any other SRD policy, furnished us with false or misleading information, or interfered with use of the Vuuch Service by other users. We further reserve the right to terminate any accounts that have been inactive for ninety (90) days or longer. We may modify, suspend or discontinue the Vuuch Service at any time, with or without notice, and without liability to you, any other user or any third party.

Your Content, Profile and Usage Information

SRD does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you post to the Vuuch Service. After posting your Content to the Vuuch Service, you continue to retain all ownership rights in such Content, and you continue to have the right to use your Content in any way you choose. By displaying or publishing ("posting") any Content on or through the Vuuch Service, you hereby grant to SRD a non-exclusive, fully-paid, royalty-free, worldwide, limited license to use, reproduce and display such Content on and through the Vuuch Service.

You are solely responsible for the Content that you post on or through the Vuuch Service, any material or information that you transmit to others, and your interactions with others. You represent and warrant that: (i) you own the Content posted by you on or through the Vuuch Services or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your Content on or through the Vuuch Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content posted by you to or through the Vuuch Service.

Third Party Content

The Vuuch Service contains Content of other users and other licensors of SRD. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the Vuuch Service.

Limited License to APIs and Add-Ins

In the event you use or otherwise access any API or add-in made available by SRD as part of the Vuuch Service, SRD grants you a nonexclusive, nontransferable, nonsublicensable, royalty-free, revocable right and license to use and copy such API or add-in for your own internal business use.

Unacceptable Content and Conduct

You agree to not use the Vuuch Service to:

- intentionally or unintentionally violate any applicable local, state, national or international law;
- upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- “stalk” or otherwise harass another person or harm any persons or entities in any way;
- impersonate any person or entity, including, but not limited to, a SRD official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Vuuch Service;
- upload, post, email, transmit or otherwise make available any content that you do not have a right to make available;
- make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- make available any unsolicited or unauthorized advertising, promotional or any other form of solicitation, except in those areas that are designated for such purpose;
- interfering or attempting to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to the Site or Vuuch Service, overloading, “flooding”, “spamming”, “mail bombing” or “crashing”;
- access content or data not intended for you, or log onto a server or account that you are not authorized to access;
- attempt to probe, scan or test the vulnerability of the Vuuch Service, the Site or any associated system or network, breach security or authentication measures without proper authorization, interfere with or disrupt the Vuuch Service or servers or networks connected to the Vuuch Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Vuuch Service;
- attempt to modify, reverse engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human perceivable form any of the software provided by SRD or used by SRD in providing the Vuuch Service;
- using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.); or
- collect or store personal data about other users

We do not actively monitor the Content you post to the Vuuch Service under normal circumstances. Similarly we do not exercise editorial control or review over the Content of any web site, electronic mail transmission, newsgroup, or other material created or accessible over or through the Vuuch Service. If at any time we choose, in our sole discretion, to monitor the Content you post to the Vuuch Service, we nonetheless assume no responsibility for such Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of any third party submitting or using any such Content. However, we may remove, block, filter, or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject SRD to liability or may violate these Terms of Service. SRD intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Service or of any applicable laws or regulations. By using the Vuuch Service, you release SRD from any liability stemming from SRD’s cooperation with local, state, federal and relevant country law enforcement officials.

You acknowledge that SRD reserves the right to change its general practices and limits at any time, in its sole discretion, with or without notice. SRD may take any one or more of the following actions, or other actions not listed, at SRD's sole discretion in response to violations of SRD's policies: (i) issue warnings: written or verbal; (ii) suspend your account; (iii) terminate your account; (iv) bill you for administrative costs; or (v) bring legal action to enjoin violations and/or to collect damages, if any, caused by violations

Service Maintenance

SRD may, from time to time, need to interrupt the Vuuch Service for maintenance and other operational reasons, and you shall not receive any compensation or refund for such interruptions.

Termination

You may deactivate your account at any time and for any reason by requesting said deactivation by contact the Company at contact@vuuch.com.

Without prior notice and without any liability of SRD, SRD may terminate these Terms of Service, your password, your account, or your use of the Vuuch Service, for any reason, including, without limitation, if SRD, in its sole discretion, believes you have violated these Terms of Service or any other SRD policies. SRD may provide termination notice to you by email addressed to your email account.

Warranty Disclaimer

Because of situations beyond the control of SRD, SRD cannot guarantee that the Vuuch Service will be available to you. SRD does not guarantee the safety or integrity of any system connected to its network. This includes, but is not limited to, virus and/or trojan software infestation of any machine(s), hacker activity and exposure of confidential data. By using the Vuuch Service, you acknowledge that you are solely responsible for the safety of your hardware, software, and data for the duration of your use of the Vuuch Service. You also accept liability for any of your actions while using the Vuuch Service. This includes, but is not limited to, sending of unsolicited email. YOU FURTHER EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE VUUCH SERVICE IS AT YOUR SOLE RISK. THE VUUCH SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANY PERSON YOU MAY EXCHANGE INFORMATION WITH IS DONE AT YOUR OWN RISK AND THAT SRD MAKES NO REPRESENTATIONS THAT INDIVIDUALS USING ITS SERVICE ARE WHOM THEY PURPORT TO BE. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE VUUCH SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY AND COMPLETENESS OF INFORMATION YOU POST TO AND RECEIVE THROUGH THE VUUCH SERVICE. SRD HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES RELATED TO THE VUUCH SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, EXCEPT AS REQUIRED BY APPLICABLE LAW, SRD SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING IN CONNECTION WITH THE VUUCH SERVICE.

Links

The Vuuch Service may provide, or third parties may provide, links to other Web sites or resources. Because SRD has no control over such sites and resources, you acknowledge and agree that SRD 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 SRD 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.

Indemnity

You agree to indemnify, defend and hold harmless SRD, its affiliates, officers, directors, employees, consultants, agents and representatives from any and all third party claims, losses, liability, damages and/or costs (including reasonable attorneys' fees and costs) arising from your use of the Vuuch Service, your violation of these Terms of Service or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. SRD will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage or cost. These Terms of Service will inure to the benefit of SRD's successors, assigns and licensees.

Notice and Take Down Procedures; Copyright Agent

If you believe any Content accessible on or from the Vuuch Service infringes your copyright, you may request removal of that Content (or access thereto) from the Vuuch Service by contacting SRD's copyright agent (identified below) and providing the following information:

- 1) Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- 2) Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- 3) Your name, address, telephone number and (if available) e-mail address.
- 4) A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- 5) A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- 6) A signature or the electronic equivalent from the copyright holder or authorized representative.

SRD's agent for copyright issues relating to the Vuuch Service is as follows:

contact@vuuch.com

General Terms

If there is any dispute about or involving the Vuuch Service, you agree that the dispute shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the courts of the Commonwealth of Massachusetts. If, for whatever reason, a court of competent jurisdiction were to find any term or condition in these Terms of Service to be unenforceable, all other terms and conditions would remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Service shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. The Vuuch Service is controlled and operated by SRD. These Terms of Service, the SRD Privacy Policy, and any and all other online policies promulgated by SRD, constitute the entire agreement between SRD and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. The failure of SRD to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. If any provision of these Terms of Service is unlawful, void or unenforceable, that provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions.

Other

SRD MAY, IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE: (A) REVISE THESE TERMS OF SERVICE (INCLUDING ANY ONLINE POLICY BY POSTING SUCH AMENDMENTS ON THE SITE); (B) REVISE ITS BILLING RATES AND OTHER FEES; AND (C) MODIFY THE VUUCH SERVICE. SRD WILL POST ANY SUCH REVISION OR MODIFICATION, AND THE REVISION OR MODIFICATION WILL BE EFFECTIVE IMMEDIATELY UPON SUCH POSTING. YOU AGREE TO REVIEW THESE TERMS OF SERVICE AND THE ONLINE POLICIES AS POSTED ON THE SITE PERIODICALLY TO BE AWARE OF ANY REVISIONS. YOU AGREE THAT, BY CONTINUING TO USE THE VUUCH SERVICE FOLLOWING NOTICE OF ANY REVISION, YOU AGREE TO ABIDE BY ANY SUCH REVISION. IF YOU ARE DISSATISFIED WITH THE VUUCH SERVICE OR ANY RELATED TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES, OR PRACTICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE VUUCH SERVICE AND TERMINATE YOUR ACCOUNT.