

AMP™ AND STS, INC

TERMS AND CONDITIONS OF WEBSITE USE AGREEMENT

June 1, 2009

1. **Your Agreement to These Terms and Conditions.**

a. Welcome to the Activities Management Portal (AMP™) (the “Web Site”), which is owned and maintained by Solutions Through Software (STS), Inc. (STS, Inc is referred to as the “Company,” “we” or “us”). The terms and conditions set forth below (this “Agreement”) govern your use of the Web site and of the materials and information that are presented on the Web site. Please read this Agreement carefully before entering or using the Web site. If you proceed to use the Web site, you will be legally bound by this Agreement even if you have decided not to read it. If you do not want to abide by this Agreement, please exit the Web site. If you have questions about any part of this Agreement please contact the Company at support@sts-inc.com.

b. We may change all or any part of this Agreement at any time, without notice. If you use the Web site after any changes are posted, you are agreeing to those changes. We may also change or remove any other content posted on the Web site, or suspend or terminate the Web site, at any time, without notice or liability.

2. **Who May Use the Web site.**

a. Use of the Web site is void where prohibited or illegal. In addition, if you are less than 18 years old, you may not use the Web site without the permission of your parents or guardian. You must also be able to form legal binding contractual obligations in order to be able to contract to use the Web Site.

3. **About AMP™ and Permitted and Prohibited Uses of the Web Site.**

a. AMP™ allows you to manage activities and communicate directly with other users of the Web Site. The Web Site is a venue, and AMP™ is a service, that allows you and other users to manage and communicate activities. We are not a party to, or otherwise involved in, any transactions and have no obligation or liability with respect to any such transaction. We have no control over any transaction or proposed transaction or over the quality, safety or legality of any item or service that is the subject of a transaction or proposed transaction. The parties to the transaction are solely responsible for all aspects of the transaction, including, without limitation, whether the transaction is completed and the terms and conditions of the transaction (including, without limitation, price, delivery terms, title, transfer of title, quality, etc.). We do not transfer, or arrange for the transfer of, any items or services or title or legal ownership thereof, and are not an auctioneer. Unless the buyer and seller who are the parties to a transaction otherwise agree, Section 4-2-401(2) of the Colorado Revised Statutes provides that the buyer will become the lawful owner of the item upon receipt of the item from the seller.

b. We reserve the right to charge you a fee for your use of the Web site and to change the fees and uses charged for from time to time. Currently, we charge clubs and/or organizations a fee for the use of AMP™. Except for the fee to paid by clubs and/or organizations, we do not currently receive any fee or commission from you or any other person or entity in connection with any transaction.

c. The parties to each transaction are responsible for the collection and payment of all sales, use and other taxes associated with any transaction.

d. You are solely responsible for your communications and other interactions with other users of the Web site or with any other persons.

e. You may use the Web site to post information regarding your club and/or organization.

f. You may not use the Web site for any purpose other than its intended purpose. You may not interfere with anyone else's use of the Web site. Without limiting the foregoing, you may not use the Web site:

- to transmit any "spam," "junk mail" or the like or to transmit or implant any virus or other form of computer program or device intended to disrupt, sabotage, impair or otherwise damage or cripple any data, computer or computer system, including those supporting the Web Site;
- for the purpose of gaining any unauthorized access to any data, computer or computer system;
- to manipulate or interfere with any user's posting or transaction;
- to solicit or engage in any activity that violates any law or any rights of another person or to post any information regarding any activity that is illegal or that in any way furthers or promotes any such activities;
- to offer or engage in any transaction with respect to an item which may not legally be the subject of a transaction (examples of which are alcohol, tobacco, weapons, firearms and knives). You are solely responsible for determining whether or not an item may legally be the subject of a transaction. The examples above are a non-exclusive list, and many other types of goods and services may not legally be the subject of a transaction;
- to post information that is misleading, false, libelous, defamatory, abusive, harassing or threatening;
- to post information that is pornographic, obscene, sexually explicit, inappropriate or offensive or that contains nudity or violence;
- to post information that is an invasion of the privacy of or harasses another person;

- to post information about another person or property of another person without that person's express prior consent;
- to post information that is harmful in any way to minors; or
- to post or solicit personal information from anyone under 18 years of age.

4. **AMP's Ownership and Your Use of the Content on the Web site.**

a. The Web Site is owned and operated by STS, Inc.. All of the Web Site content (except as otherwise provided in Section 6 below), including text, site design, logos, graphics, video streams, icons, audio clips, video clips and images, as well as the selection, assembly and arrangement thereof, is the sole property of the Company, copyright © 2004 - 2009 by STS, Inc., all rights reserved, unless such property is identified as that of a third party, in which case it is the property of the third party. Such content is protected by federal copyright and trademark laws. You may download or print out content on the Web site if it is necessary to preserve or record such content for later use, but you may only make one copy and must preserve all copyright and trademark notices that appear with such content. Otherwise, unless you have been expressly permitted by us, you may not copy, reproduce, modify, republish, upload, download, post, transmit or distribute such content in any form or by any means. Any unauthorized use of the content appearing on the Web Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

b. AMP™ and other language or symbols as indicated, are trademarks of the Company. All other trademarks or service marks are property of their respective owners. The use of any such trademark or service mark without the owner's written consent is strictly prohibited.

5. **Materials That You or Other Users Furnish on the Web site.**

a. Any communications or materials of any kind that you or other users send to or through the Web site are agreed by you to be non-confidential and available for any purpose to the Company or any other party having access to such material. This means that you will forever give up any claim that any use, analysis or reproduction of such material violates any copyrights, trade secret rights, property rights, publicity rights, moral rights, financial rights, privacy rights, rights to credit for material or ideas or any other right with respect to such material.

b. Any material submitted to the Web Site may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted or used by us anywhere in the world, in any medium, forever. Furthermore, we are free to use, but are under no obligation to use, without any compensation to you, any concepts, ideas, know-how or techniques contained in any communication you send to the Web Site for any purpose whatsoever, including, without limitation, to develop, manufacture and market products and services using such information.

c. Although we may from time to time monitor or review postings, discussions, other communications and the like on the Web Site, we are under no obligation to do so and we do not have, and do not assume, any liability or responsibility arising from the contents of any such communications or for any defamation, error, inaccuracy, libel, obscenity or profanity contained in any such communication, or for or failure to monitor or review anything on the Web site. We may, but are under no obligation to, change, edit or remove any user material or conversations that are illegal, indecent, obscene or offensive, or that violate the Company's policies in any way. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting such materials.

6. **Content.**

a. Each person who uses the Web site in any way, including, without limitation, to make postings, to send or receive information or materials of any type ("Content") or to make Content available through the Web site, whether through links or otherwise, is solely responsible for that person's use of the Web site and for any Content transmitted or otherwise made available or accessed by that person, and the Company does not control and has no liability with respect to any such Content. We make no representation or warranty with respect to any Content, and you are using Content and linking to other web site available through the Web site at your own risk.

b. The Web site and Content available on the Web site may provide you with links or access to web site and Content that are completely independent of us and the Web site. Any dealings between you and the providers of such other web site and Content are solely between you and such providers, and we have no responsibility or liability with respect thereto. We provide such links or access for your convenience only, and are not responsible for the Content of any web site linked to or accessible from the Web site. Links from the Web site to any other web site do not mean that we approve of, endorse, recommend or have any affiliation whatsoever with any other web site. We disclaim all warranties, express or implied, as to the accuracy, legality, reliability or validity of any Content on any other web site.

c. We do not review, monitor, endorse or control any Content or web site available on or through the Web site. However, we have the right, but not the obligation, to delete all or any part of any Content that is available on or through the Web site or to terminate access to other web site available through the Web site. The exercise by us of any of such rights on one or more occasions does not create an obligation on us to exercise such rights on any other occasion.

d. We are not responsible in any way for the actions or inactions of any user of the Web site or of Content transmitted or made available through the Web site or for any web site or Content available through or linked to the Web site.

e. Each person who posts Content on the Web site hereby grants to the Company a perpetual, irrevocable, royalty-free, world-wide, non-exclusive license to use, reproduce, copy, store, display, perform, create derivative works from or incorporate into

other works any or all of the Content, and to grant sublicenses with respect to any of the foregoing, all without any right of you to approve any of the foregoing or receive any compensation in respect thereof.

7. **Your Password and Account.**

a. When you become a user of the Web site, you will create a password and an account. You are responsible for maintaining the confidentiality of your password and account, and you are responsible for all actions or inactions under your password or account. All information you provide in connection with the creation of your password and account will be accurate and complete, and you will update such information from time to time as necessary to keep it accurate and complete. You may not transfer your password or account to any other person.

8. **Your Privacy.**

a. We recognize the importance of your privacy and the privacy of others, and has adopted a Privacy Policy regarding the protection of such rights when you use the Web site. You are encouraged to review our Privacy Policy to assure that you understand the measures we will and will not take to protect your privacy when you visit the Web site.

9. **Disclaimer of Warranties and Limits on the Company's Liability.**

a. WE ARE NOT RESPONSIBLE FOR YOUR USE OF THE WEB SITE OR FOR ANY CONTENT, INCLUDING THE ACCURACY OF ANY CONTENT. YOUR USE OF THE WEB SITE IS ENTIRELY AT YOUR OWN RISK. THE WEB SITE, ITS FUNCTIONS AND ALL CONTENTS OR MATERIALS ON OR ACCESSIBLE FROM THE WEB SITE (INDIVIDUALLY AND COLLECTIVELY, THE "SITE AND MATERIALS") ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE COMPANY, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING (I) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY WITH RESPECT TO ANY OF THE SITE AND MATERIALS, (II) THE PERFORMANCE, FUNCTIONALITY, AVAILABILITY, RELIABILITY, ACCURACY OR COMPLETENESS OF ANY OF THE SITE AND MATERIALS, (III) FOR VIRUSES OR OTHER COMPONENTS IN CONNECTION WITH ANY OF THE SITE AND MATERIALS THAT MAY INFECT, HARM OR CAUSE DAMAGE TO YOUR COMPUTER OR OTHER PROPERTY WHEN YOU ACCESS OR OTHERWISE USE ANY OF THE SITE AND MATERIALS. Some jurisdictions do not allow the disclaimer of implied warranties and, as a result, in some jurisdictions some of the foregoing disclaimers may not apply to the extent they relate to implied warranties.

b. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES (EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OF ANY KIND ARISING OUT OF OR RESULTING FROM ANY ASPECT OF THE USE OF, THE INABILITY TO USE, THE ACCURACY OR INACCURACY OF, OR ANY ERRORS OR OMISSIONS IN, ANY OF THE SITE AND MATERIALS, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM USE OF OR RELIANCE ON ANY OF THE SITE AND MATERIALS, LOSS OF PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, LOST DATA, BUSINESS INTERRUPTIONS, VIRUSES, DOWN TIME, INACCESSABILITY, BUGS, ERRORS, INACCURACY OF DATA OR FAILURE OF THE WEB SITE TO SATISFY THE USER'S PURPOSES OR OBJECTIVES. Some jurisdictions do not permit certain limitations of liability and, as a result, in some jurisdictions some of the foregoing limitations may not apply to you.

Regardless of the prior two paragraphs, if the Company is found to be liable to you with respect to any of the Site and Materials or any other matter, our total liability to you is limited to the lesser of all posting fees paid by you to the Company or \$100.

c. The Web site originates from and are maintained in the State of Colorado, United States of America, and we make no representations regarding the legality of access to or use of the the materials contained in or accessible from the Web site in other states or countries. Any export or use of such materials by a user must be in compliance with all U.S. export laws and regulations in effect at the time of such export or use. Access in countries where the materials are illegal is prohibited. Users who access the Web site from outside of the United States do so at their own risk and are responsible for compliance with applicable export and local country laws.

10. **Your Obligation to Indemnify Us.**

a. You agree to indemnify, defend and hold the Company and all of its affiliates, partners, information or service providers, licensors and licensees, and their respective owners, directors, officers, managers, employees and agents (each, an "Indemnitee"), harmless from and against any and all claims, demands, causes of action, liabilities, losses, expenses and costs (including, without limitation, attorneys' fees and costs) (each, a "Claim") arising from or out of, or incurred in connection with, in each case, directly or indirectly, (i) your use of the Web site (ii) any transactions or other act or omission by you, (iii) any item or service you may acquire as a result of your use of the Web site, (iv) any disputes between or among you and any other user of the Web site, (v) any Content you submit to or post on the Web site, (vi) any violation by you of any law or rights of another person and (vii) any breach by you of this Agreement or of any of your representations or warranties. You will cooperate as fully as reasonably required in the Company's defense of such matter. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not settle any such matter without our written consent.

b. You hereby release each Indemnitee from all Claims of every kind, whether known or unknown, arising or resulting in any way from any dispute between or among you and any other user of the Web site or any action or inaction by any user of the Web site or other person. If you are a California resident, you waive California Civil Code Section 1542, which states “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

11. **Governing Law and Jurisdiction.**

a. The Web site was created in and originates from the State of Colorado, United States of America. This Agreement, and any legal action or disputes relating to or arising from this Agreement, the Web site, shall be governed by the internal laws of the State of Colorado without application of any conflicts of laws provisions (meaning that Colorado law will be applied as if the Agreement were entered into by Colorado residents and to be performed entirely in the State of Colorado). You agree that the sole jurisdiction and venue for any legal action relating to or arising from this Agreement, the Web site shall be an appropriate federal or state court located in Denver, Colorado, and you agree to submit to the jurisdiction of such courts all purposes in connection with such action.

12. **General Provisions Relating to This Agreement.**

a. This Agreement sets forth the entire agreement between the Company and you with respect to your use of the Web site and supersedes all other agreements, statements or understandings. Any legal claim you may have against the Company with respect to your use of the Web site must be commenced within one year after the claim arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable as written, that provision, as well as the remainder of this Agreement, shall be enforced to the maximum extent possible so as to carry out the intent of this Agreement.