

TERMS & CONDITIONS

of use of the Interaction Community System

GENERAL TERMS AND CONDITIONS FOR USE OF THE INTERACTIVE DEFENSE LLC.

Effective October 4, 2010

The following terms and conditions govern Customer's use of the Interaction™ Community System (the "Service"). A service of Interactive Defense LLC. ("IDS") and materials available therein ("Materials"). "Customer" means the party utilizing IDS's services.

MODIFICATION TO TERMS

Interactive Defense LLC. reserves the right to update and change the Terms and Conditions from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms and Conditions. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

Customer may not use the Service in any manner which could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service.

USE OF SERVICES

The Service contains features designed to enable Customer to communicate with the public at large, individual community members or with community groups, therefore Customer agree to use the Service only to post, send and receive messages and material that are proper and related. By way of example, and not as a limitation, Customer agrees that when using a Service, Customer will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless Customer own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Conduct or forward pyramid schemes or chain letters.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Service.
- Violate any code of conduct or other guidelines which may be applicable.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

IDS has no obligation to monitor the Service. However, IDS reserves the right to review materials posted to the Service and to remove Content and Accounts containing Content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property. IDS reserves the right to terminate Customer's access to any or all of the Service at any time without notice for any reason whatsoever.

IDS reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in IDS's sole discretion.

Always use caution when giving out any personally identifying information about community members, especially children in the Service. IDS does not control or endorse the content, messages or information found in any Service and, therefore, IDS specifically disclaims any liability with regard to the Service and any actions resulting from Customer's participation in any Service.

ACCOUNT TERMS

1. Customer must be 13 years or older to use this Service.
2. Customer must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. Customer must provide legal full name, a valid email address, and any other information requested in order to complete the signup process.
4. Customer is responsible for maintaining the security of Customer's account and password. IDS cannot and will not be liable for any loss or damage from Customer's failure to comply with this security obligation.
5. Customer is responsible for all Content posted and activity that occurs under Customer's Community and all sub-accounts (even when Content is posted by others who are sharing Customer's pages).
6. One person or legal entity may not maintain more than one account.
7. Pages being "Publicly" shared may be promoted and linked by IDS as example uses of the Service.
8. Customer may not use the Service for any illegal or unauthorized purpose. Customer must not, in the use of the Service, violate any laws in Customer's jurisdiction (including but not limited to copyright laws).

Violation of any of these Account Terms will result in the termination of Customer's Account. While IDS prohibits such conduct and Content on the Service, Customer understands and agrees that IDS cannot be responsible or liable for the Content posted on the Service and Customer agree to use the Service at Customer's own risk.

CANCELLATION AND TERMINATION

Customer is solely responsible for properly cancelling Customer's account via phone or email request to support@interactioncs.com.

1. All of Customer's Content will be immediately deleted from the Service upon cancellation.

2. If Customer cancels the Service prior to the end of Customer's current subscription period, Customer agrees to pay IDS the remaining balance of the subscription immediately.
3. Termination for Cause. IDS, in its sole discretion, has the right to suspend or terminate Customer's account and refuse any and all current or future use of the Service, or any other IDS service, should Customer breach any of the terms contained herein. Such termination of the Service will result in the deactivation or deletion of Customer's Account or Customer's access to Customer's Account, and the forfeiture and relinquishment of all content in Customer's Account. IDS reserves the right to refuse service to anyone for any reason at any time.
4. Termination Not for Cause. If IDS unilaterally terminates this Agreement hereunder, IDS agrees to continue allowing Customer to use Interaction Community Systems and/or to host any existing sites and advertisements for a one (1) year period following the date of termination, unless sooner agreed to by Customer.

MODIFICATIONS TO THE SERVICE AND PRICES

1. IDS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof). Notice of discontinuation of service must be provided to community administrators via phone or email prior to disconnect.
2. IDS shall not be liable to Customer or to any third party for any modification, price change, suspension or discontinuance of the Service.

COPYRIGHT AND CONTENT OWNERSHIP

1. We claim no intellectual property rights over the material that the Customer provides to the Service. Customer's profile and materials uploaded remain is the Customer's own property. However, by setting Customers pages to be shared publicly, Customer agrees to allow anyone to view and share Customer Content.
2. By posting, uploading, inputting, providing or submitting content Customer hereby warrants and represents that Customer owns or otherwise controls all of the rights to Customer's Submission as described in this section including, without limitation, all the rights necessary for Customer to provide, post, upload, input or submit the Submissions.
3. The look and feel of the Service is copyright©2009-2010 IDS Technologies, Inc. All rights reserved. Customer may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from IDS.

GENERAL CONDITIONS

1. Customer's use of the Service is at Customer's sole risk. The service is provided on an "as is" and "as available" basis.
2. Technical support is provided during normal working hours from 8AM to 6PM EST via phone or email. Support issues received after normal working hours will be addressed within 24 hours.
3. Customer understand that IDS uses third party vendors and hosting partners to provide the necessary hardware, software, networking, and related technology required to run the Service.
4. Customer must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, IDS, or any other IDS service.

5. Customer agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by IDS.
6. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any IDS customer, employee, member, or officer will result in immediate account termination.
7. Customer understand that the technical processing and transmission of the Service, including Customer's Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
8. Customer must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
9. Customer must not transmit any worms or viruses or any code of a destructive nature.
10. IDS does not warrant that (i) the service will meet Customer's specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by Customer through the service will meet Customer's expectations, and (v) any errors in the Service will be corrected. IDS does warrant that it will keep up **best faith efforts** to keep the system error free and operational with accurate and reliable information displayed at all times.
11. Customer expressly understand and agree that IDS shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if IDS has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of Customer's transmissions or data; (iv) statements or conduct of any third party on the service; (v) termination of Customer's account; or (vi) any other matter relating to the service.
12. The failure of IDS to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between Customer and IDS and govern Customer's use of the Service, superseding any prior agreements between Customer and IDS (including, but not limited to, any prior versions of the Terms of Service).
13. Questions about the Terms of Service should be sent to support@interactioncs.com.

INDEMNITY

1. Customer agree to indemnify and hold harmless IDS, its subsidiaries, affiliates, officers, agents, co-branders, other partners, and employees from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of content Customer submit, post to or transmit through the Service (including, without limitation, any User Content), Customer's Community Service, Customer's use of the Service, Customer's connection to the Service, Customer's violation of this Agreement, or Customer's violation of any rights of another; provided, however, that Customer's indemnification obligation under this section will be subject to any applicable statutory or common law defenses, immunities, or limits on liability.
Disclaimer of Warranties and Limitation of Liability
2. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, IDS MAKES NO WARRANTY THAT (i) THE SERVICES WILL MEET CUSTOMER REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR CUSTOMER GROUP SITE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION OBTAINED BY CUSTOMER FROM THE SITE WILL MEET CUSTOMER EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE ACCESSED VIA THE SITE WILL BE CORRECTED.

3. The site may include technical or other mistakes, inaccuracies or typographical errors. IDS may make changes to the Service at any time, without notice. IDS makes no commitment to update or maintain any materials on the Service or any Services.
4. IDS assumes no responsibility for errors or omissions in the information, materials, software and/or Services which are referenced by or linked to the Service.
5. In no event shall IDS or its licensors, partners or suppliers be liable to Customer or any third party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not IDS has been advised of the possibility of such damages, and regardless of the theory of liability, whether in contract, negligence or otherwise, arising out of or in connection with the use of the Service or of any website referenced or linked to or from the Service.
6. The use of the Services or the downloading or other acquisition of any materials through the Service is done at Customer's own discretion and risk and with Customer's agreement that Customer will be solely responsible for any damages to Customer's computer system or loss of data that results from such activities. No advice or information, whether oral or written, obtained by Customer from IDS or through or from the Service shall create any warranty not expressly stated in this agreement.
7. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of this section may not apply to Customer.

JURISDICTION

Any lawsuit filed by either party to enforce or construe any right granted under this Agreement or to assert any claim arising from the Services provided by IDS to Client shall be filed exclusively in the State of Delaware. In connection with any such action, Client consents to jurisdiction in the Courts of Delaware. In any such action, the parties agree that the laws of the State of Delaware shall apply and shall govern the determination of the action.