

OUR VOICES Ltd.

This **OUR VOICES Ltd. (hereafter VOICES) Internet Product** User License Agreement governs your use of and access to the **VOICES Internet Product** via the Internet. Your use of the Product is deemed acceptance of the terms and conditions herein. If you do not accept these terms and conditions do not access or use the Product.

Section 1. Grant of License. VOICES grants to User the nonexclusive right to use the information and tools accessed via VOICES Internet and available in any VOICES Internet product ("Content") in accordance with this Agreement and any user documentation provided online. Only an individual to whom VOICES has assigned an individual USER ID and password may access the Content. In no event may User offer the use of any VOICES Internet product as a part of a service bureau, time-sharing, or other similar arrangement.

Content is provided to the User for the personal use of the User and not for re-sale. Content may be used only for the purpose of User's political views on legislation proposed in the U.S., and for expressing User's views on matters politic, and on candidates and individuals in the U.S., that effect matters, and relating to the well being of America.

User acknowledges that the Content constitutes valuable and proprietary property of VOICES or of third parties who have contributed Content ("Providers"). If User wishes to use the Content in any manner not expressly permitted by this Agreement, User may request permission from VOICES by giving to VOICES a written description of the intended use and such other information as VOICES may request. Only an authorized representative of VOICES may grant such permission. The granting of such a request may entail an additional fee payable by User.

User acknowledges that the Content posted on USER and AFFILIATE PAGES IS PLACED THERE BY USERS AND AFFILIATES AND THAT VOICES IS IN NO WAY RESPONSIBLE FOR SUCH CONTENT, AND USER AGREES;

- 1.) that they understand that the content provided is solely placed there by the affiliate,**
- 2.) that the affiliate has agreed to abide by the rules of ethical behavior and that VOICES provides only a technology platform and is not responsible for the content.**
- 3.) Further, if USER has an issue with something that USER WILL take it up with the author of the material and notify VOICES.**
- 4.) any interaction between USER and an affiliate for the purpose of contributing money or donation is strictly between the end user and the affiliate.**
- 5.) VOICES does not certify that the organization is a 501(C)3 or that the donation will be used in a manner represented or expected by the donor**

Section 2. USER ID and Password Protection. User shall maintain as personal and confidential the VOICES-assigned unique USER ID and password. User is prohibited from transferring or sharing the VOICES-assigned unique USER ID and from revealing the activating password to any unauthorized person. Any violation of the forgoing shall result in an immediate termination of such user's access rights to any VOICES Internet product as well as liability to VOICES for all damages resulting from such breach. It is User's sole responsibility to protect the USER ID and activating password from unauthorized use. User will be responsible for any charges to User's USER ID except when due to VOICES.; USER acknowledges that when USER signs a Petition they become a

VOICES Observer, and have the right to view all content on VOICES website, at no charge and VOICES has the right to inform USER of all changes on VOICES website, as well as other information VOICES deems appropriate.

Section 3. VOICES Reservation of Rights. VOICES and its Providers reserve all rights not expressly granted to the User, including, but not limited to the right to alter, modify, update, enhance or improve the Content.

Section 4. Term and Termination. This Agreement is effective until terminated. This Agreement shall be effective for a period of one year ("Initial Year") and shall automatically renew for successive years ("Additional Years") at the fee then in effect for the option selected by the User, unless terminated as set forth herein. If assignment of the first USER ID and password by VOICES to User occurs on the 15th of the month or earlier, the Initial Year shall commence upon the first day of such month and shall continue for twelve full calendar months thereafter. If assignment of the first USER ID and password by VOICES to User occurs on or after the 16th of the month, the Initial Year shall commence on the first day of the month following such assignment and continue thereafter for twelve full calendar months. Commencement of an Additional Year shall occur upon the expiration of the twelve-month period established for the Initial Year. Either party shall have the right to terminate the Agreement prior to any Additional Year upon 30 days' prior written notice.

This Agreement will terminate automatically without any prior notice from VOICES if User violates Sections 1 or 2 of this Agreement. This Agreement may be terminated by VOICES upon prior written notice if User fails to comply with any other provision of this Agreement and fails to remedy such failure within thirty (30) of the date of such written notice. Upon termination, User shall no longer be permitted access to any VOICES Internet product and each User USER ID shall be deactivated. Termination for any of the foregoing shall not affect VOICES's entitlement to any sums due hereunder, and User shall not be entitled to any refund of any portion of the fees paid.

Section 5. VOICES WARRANTY AND INDEMNITY. VOICES REPRESENTS AND WARRANTS TO USER THAT VOICES HAS THE RIGHT TO GRANT THE LICENSES GRANTED HEREUNDER AND THAT USER'S USE OF THE CONTENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT DOES NOT AND SHALL NOT VIOLATE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Section 6. Indemnification by User. Except with respect to third party claims of intellectual property infringement for which VOICES has assumed responsibility under the foregoing Section 5, User shall defend, indemnify, and hold harmless VOICES and its Providers from and against any and all other claims, actions, causes of action, liabilities, damages, costs and expenses, including reasonable attorneys' fees arising out of or related to claims or actions brought or made by third parties against VOICES or any of its Providers as a result of User's use or application of the Content.

Section 7. Copyright. The VOICES Internet product line is the valuable, confidential, copyrighted and trade secret property of VOICES or its Providers who have contributed thereto. As between VOICES and the User, VOICES owns all right, title and interest in and to any and all VOICES Internet products, including without limitation, all ancillary and interface software, all current and future enhancements, modifications, revisions, new releases and updates thereof and any derivative works based thereon and all documentation thereto, all copyrights, trade secrets and patents therein. Except as expressly permitted hereby, copying of any portion of any VOICES Internet product is prohibited.

User may make printouts of Content retrieved from any VOICES Internet product to the extent permitted under the "fair use" provisions of the Copyright Act of 1976 (17 U.S.C. Sec. 107), or may download and store insubstantial portions of Content (in machine-readable form), so long as

such downloading is consistent with the purposes authorized by this Agreement. User shall comply with all applicable conventions regarding copyright and source of material attribution.

Section 8. USER RESPONSIBILITY. THE USER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE SELECTION OF THE PARTICULAR VOICES INTERNET PRODUCT TO ACHIEVE USER'S INTENDED RESULTS. USER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF USER'S SELECTED VOICES INTERNET PRODUCT OR ANY CONTENT RETRIEVED THEREFROM, INCLUDING THOSE TO ANY THIRD PARTY, FOR THE CONTENT, ACCURACY, AND REVIEW OF SUCH RESULTS.

VOICES AND ITS PROVIDERS ARE NOT ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL SERVICES. IF LEGAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

Section 9. DISCLAIMER OF WARRANTY. CONTENT SELECTED BY USER IS PROVIDED "AS IS" AND VOICES AND ITS PROVIDERS MAKE NO WARRANTY AS TO ITS USE, ACCURACY, AVAILABILITY, TIMELINESS, OR COMPLETENESS. VOICES AND ITS PROVIDERS DO NOT AND CANNOT WARRANT USER'S RESULTS OR THAT ANY SELECTED VOICES INTERNET PRODUCT WILL BE DELIVERED UNINTERRUPTED OR ERROR FREE. EXCEPT AS PROVIDED UNDER SECTION 5, ABOVE, VOICES AND ITS PROVIDERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY AS TO PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Section 10. Limitation of VOICES' Liability. In no event will VOICES or its Providers be liable to User whether in contract, tort or otherwise, for any loss, liability, cost, damage or other injury of any kind whatsoever, including any consequential, incidental or special damages, including any lost profits or lost savings, even if VOICES or its Providers have been advised of the possibility of such damages. In addition, VOICES and its Providers shall not be liable for any claim by any third party except when such claim is based upon infringement of its intellectual property rights. In addition, the limitation of liability shall not apply to limit the expenses or costs that may be directly incurred by User and reimbursable by VOICES in accordance with the obligations of VOICES under Section 5 above. IN ALL OTHER RESPECTS, VOICES' AND ITS PROVIDERS' ENTIRE LIABILITY AND USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL OTHER CAUSES, AND REGARDLESS OF THE FORM OF ACTION, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE FEES PAID FOR THE SERVICE OR ACTIVITY THAT IS PRINCIPALLY ALLEGED TO GIVE RISE TO SUCH LIABILITY.

Section 11. Force Majeure. Performance of VOICES hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, telecommunications failure, industrial or labor dispute, inability to obtain supplies and the like, or breakdown of equipment or any other causes beyond VOICES's control.

Section 12. General. This Agreement will be governed by the laws of the State of New York, excluding the application of its conflicts of law rules. The United Nations Convention on Contracts will not govern this Agreement, the application of which is expressly excluded. No action arising under this Agreement may be brought by either party more than one year after the cause of action has accrued. The exclusive jurisdiction for any action arising under this Agreement shall be the Federal and State Courts located in Albany County, State of New York.

Any notice required under this Agreement shall be effective upon mailing by certified mail, return receipt requested, or via facsimile transmission sent to the address or facsimile telephone number of the respective party.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This

Agreement may only be modified in writing signed by an authorized representative of VOICES.
The provisions of this Agreement shall operate for the benefit of, and may be enforced by, any
Provider.